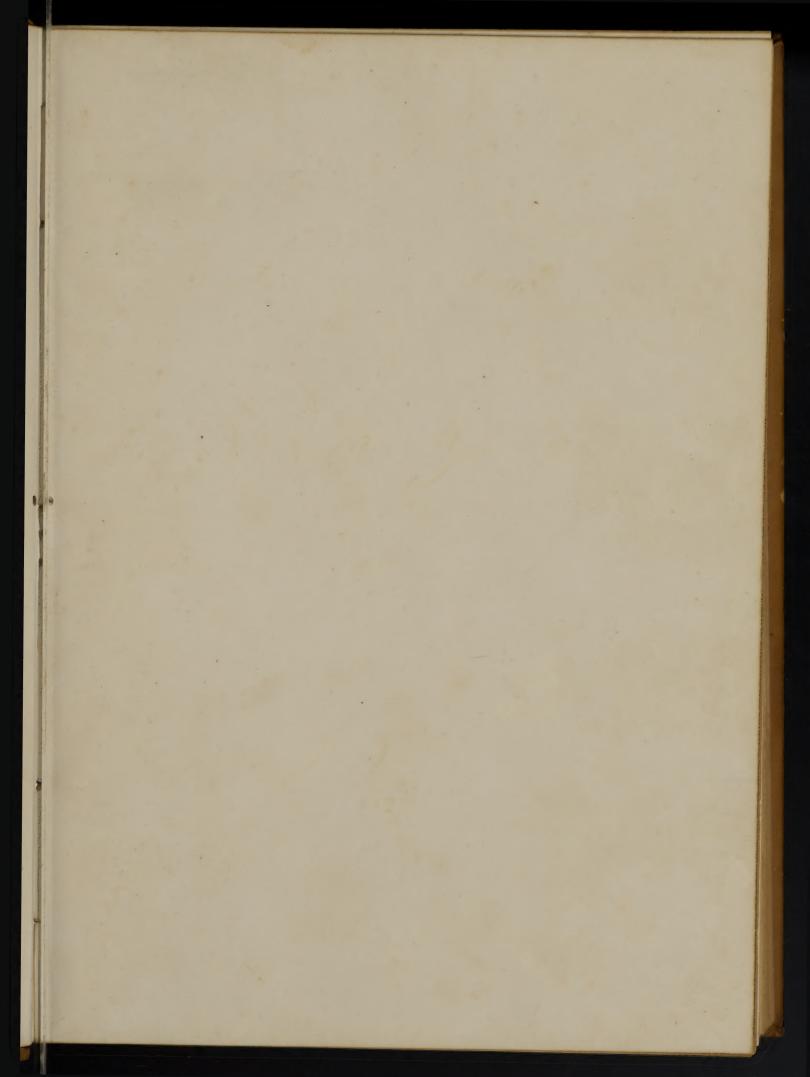
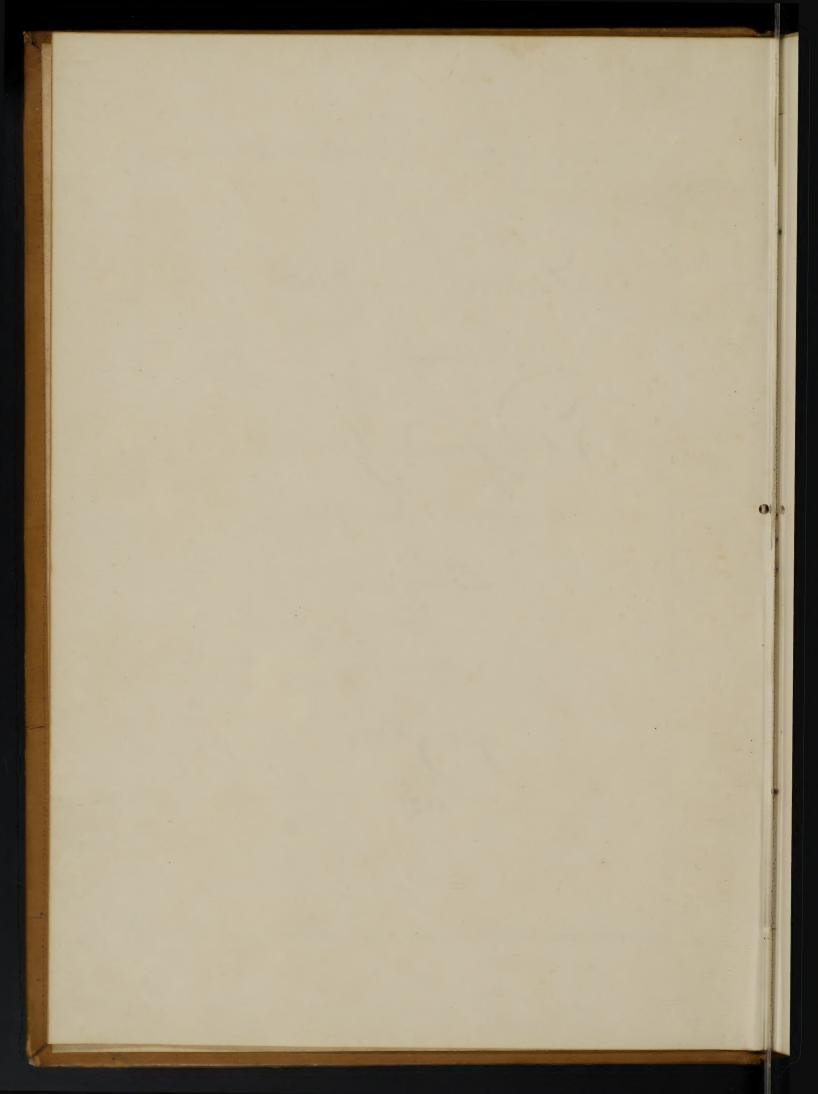


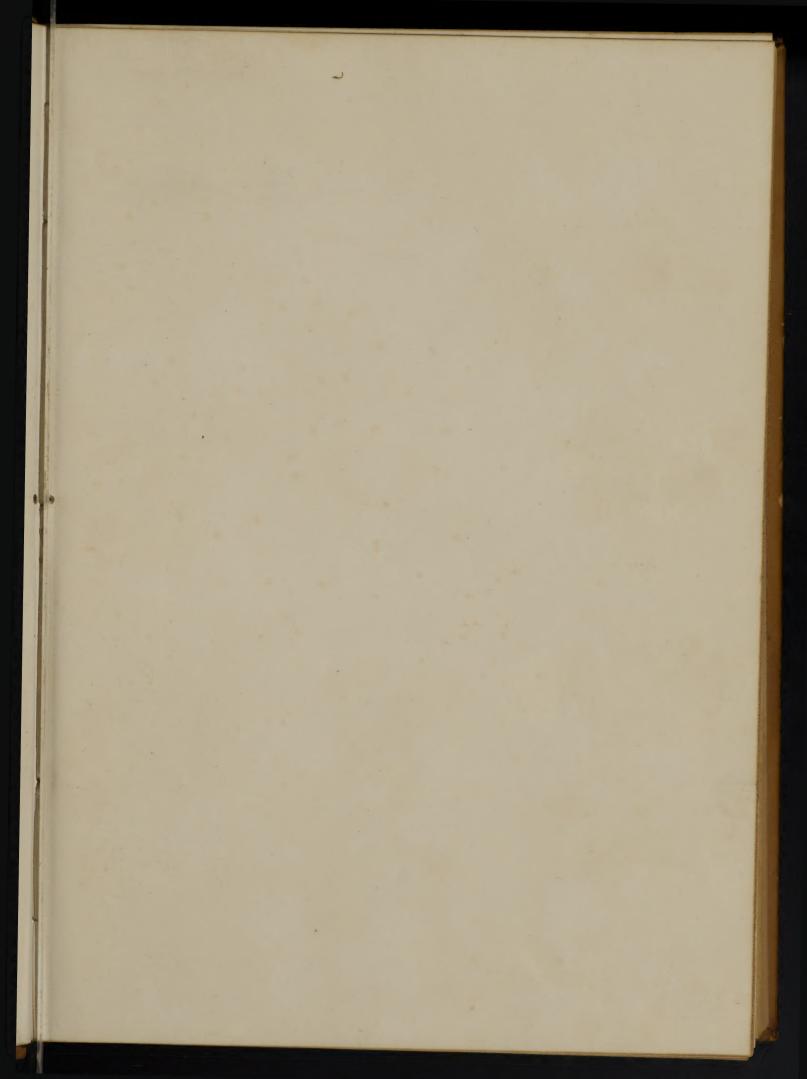
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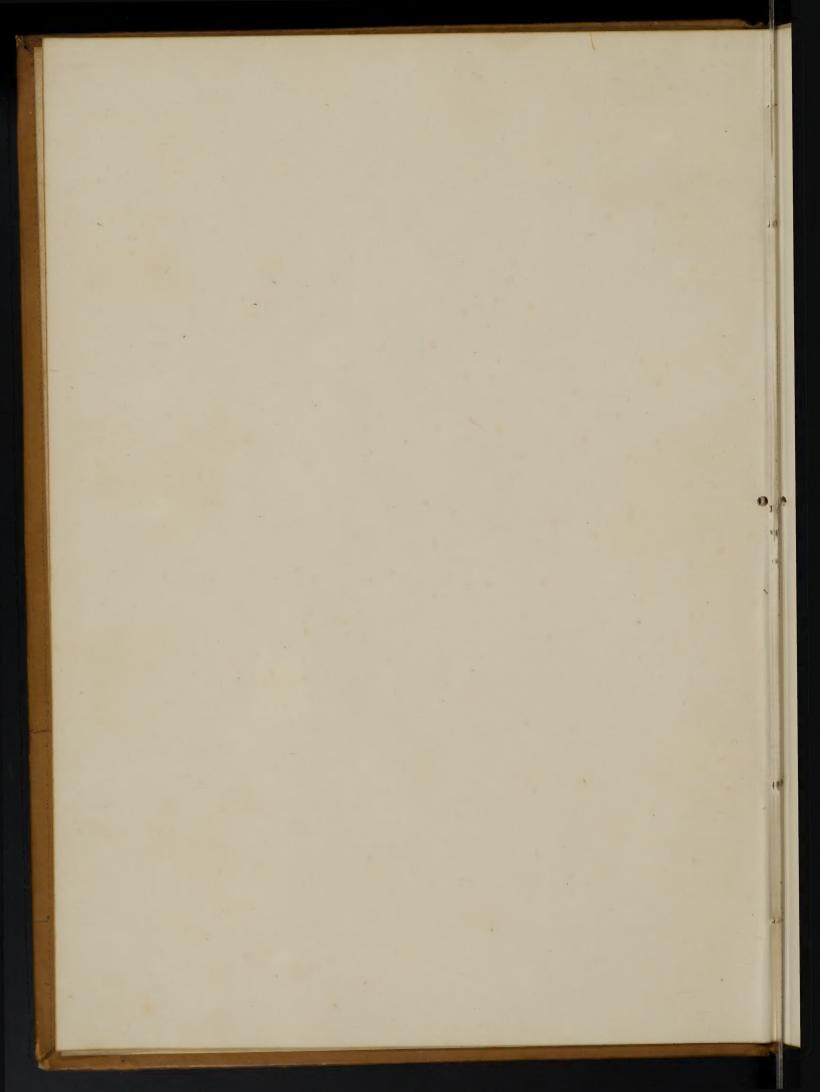
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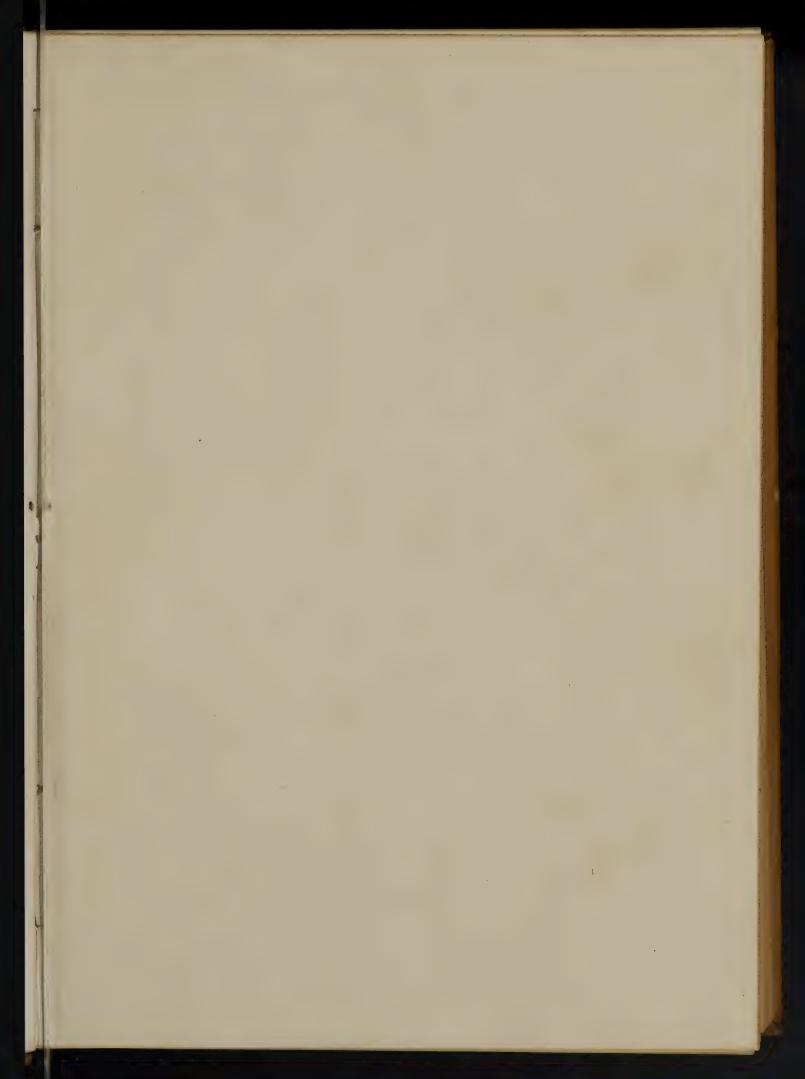
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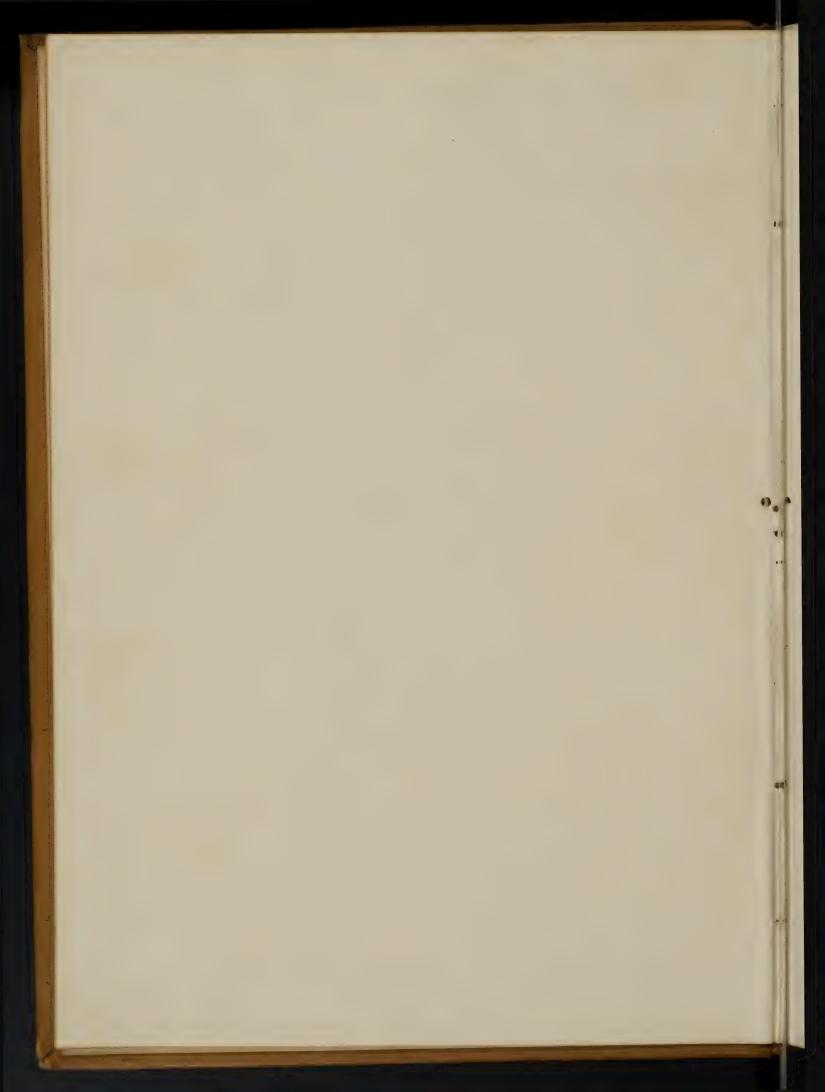


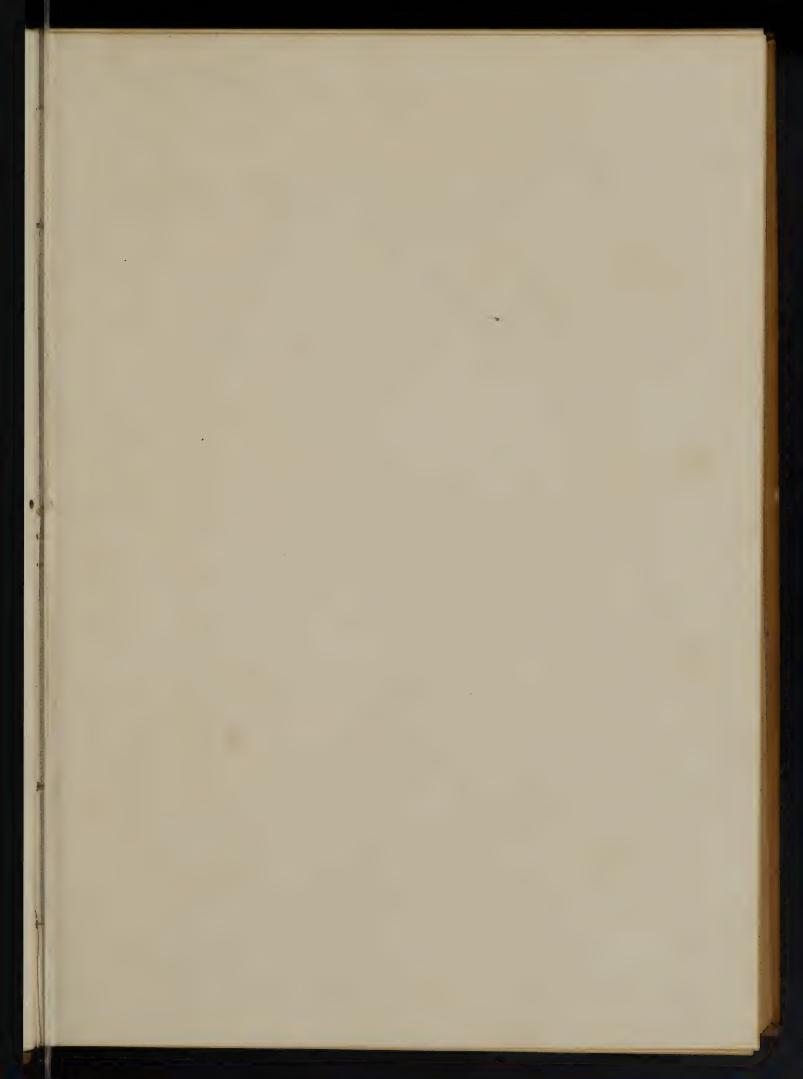


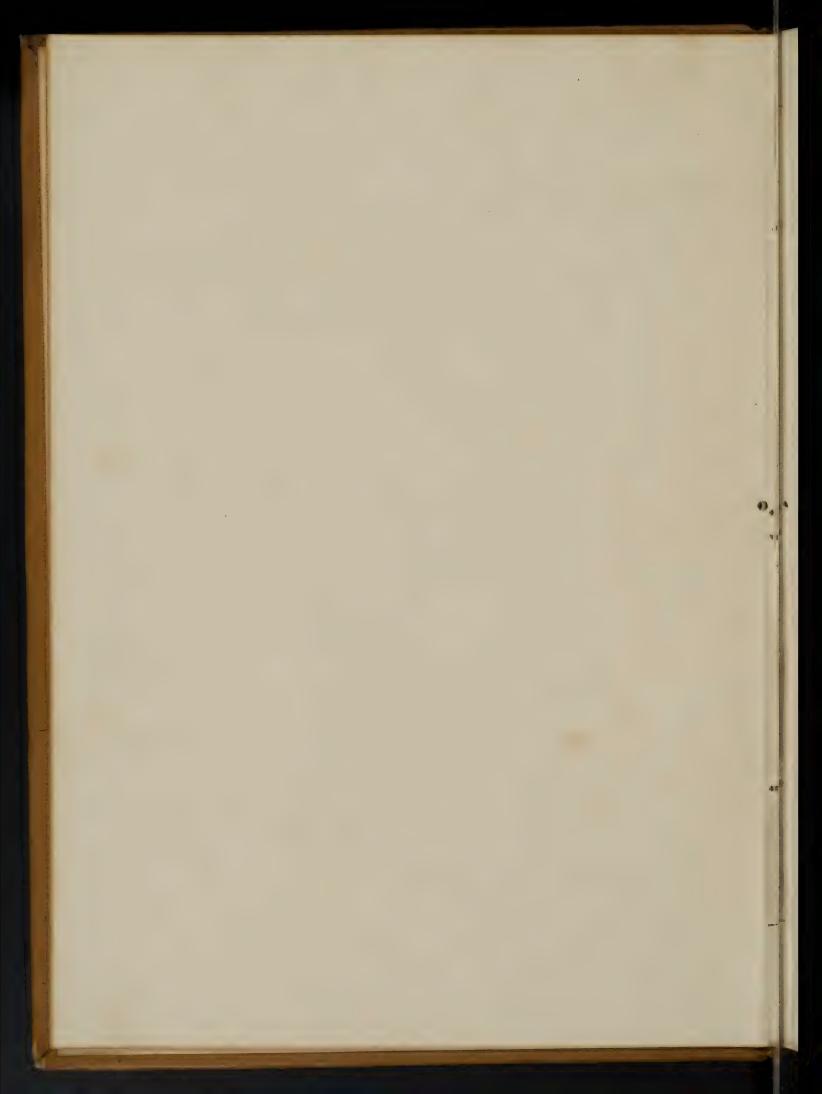


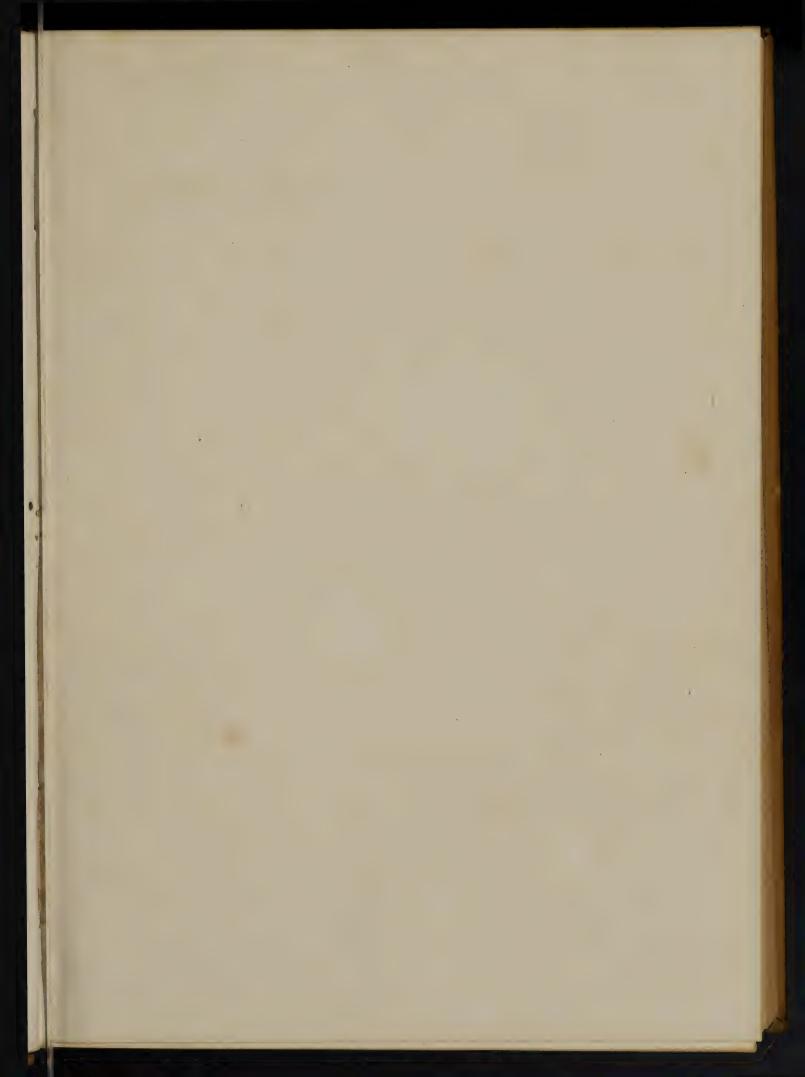


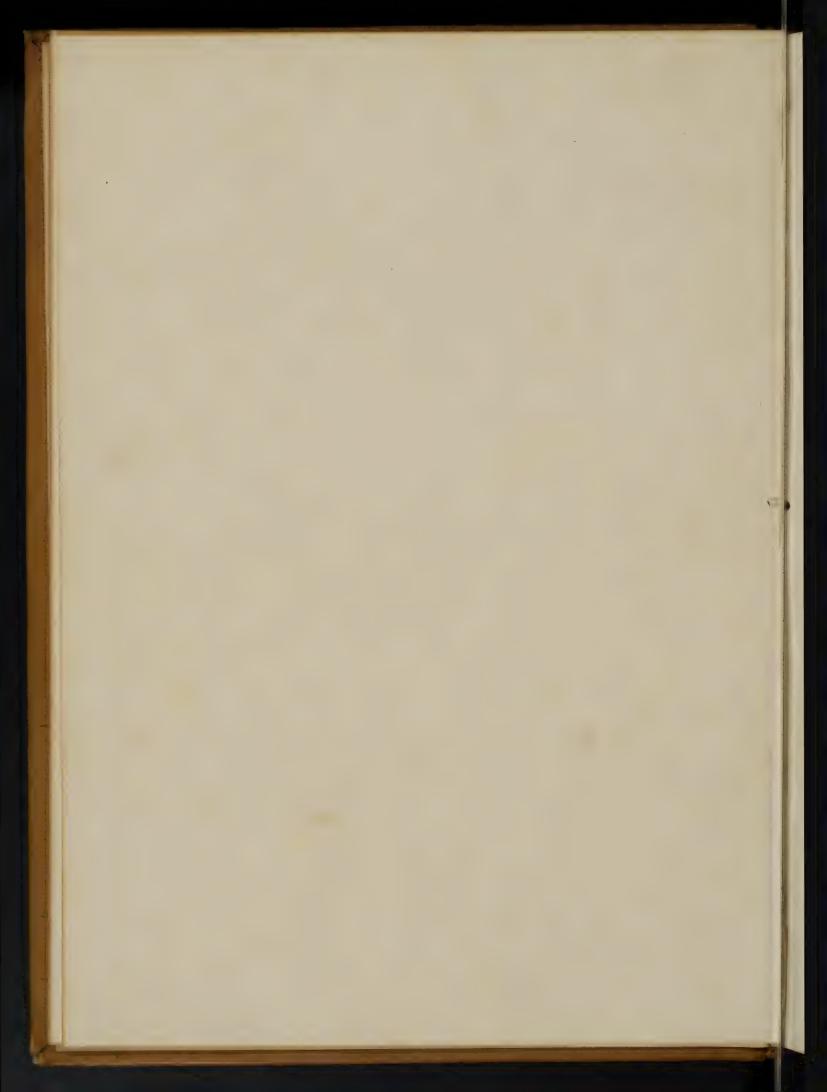


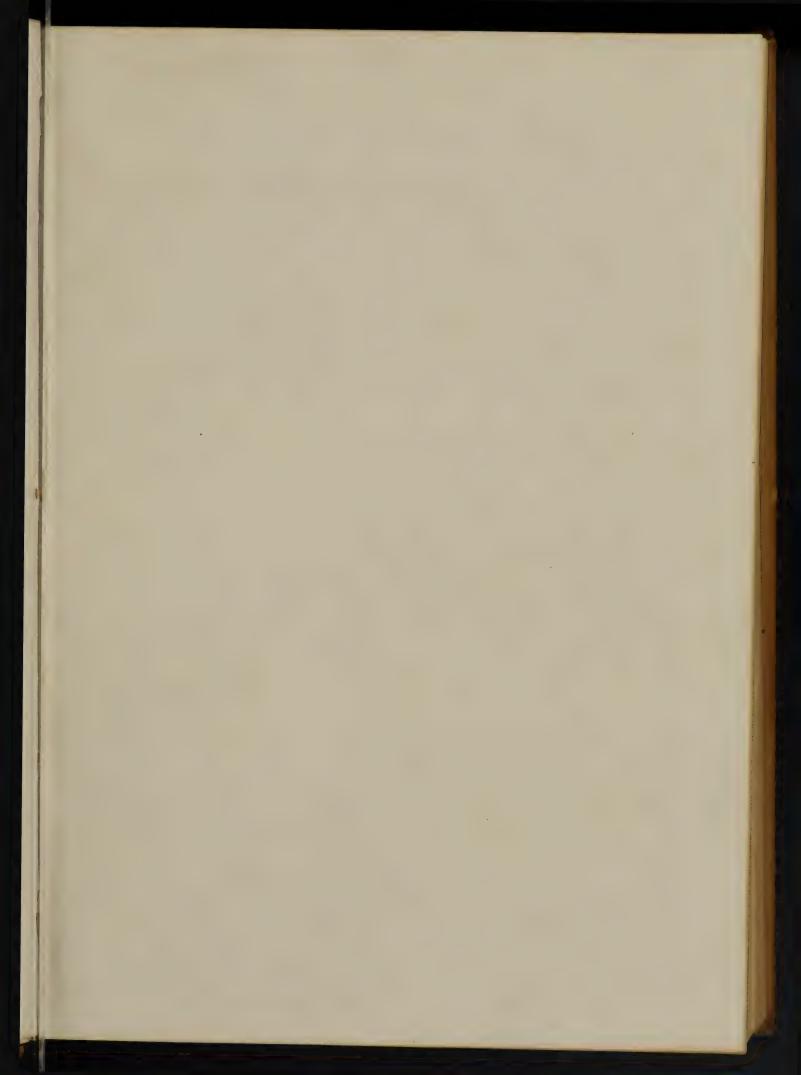


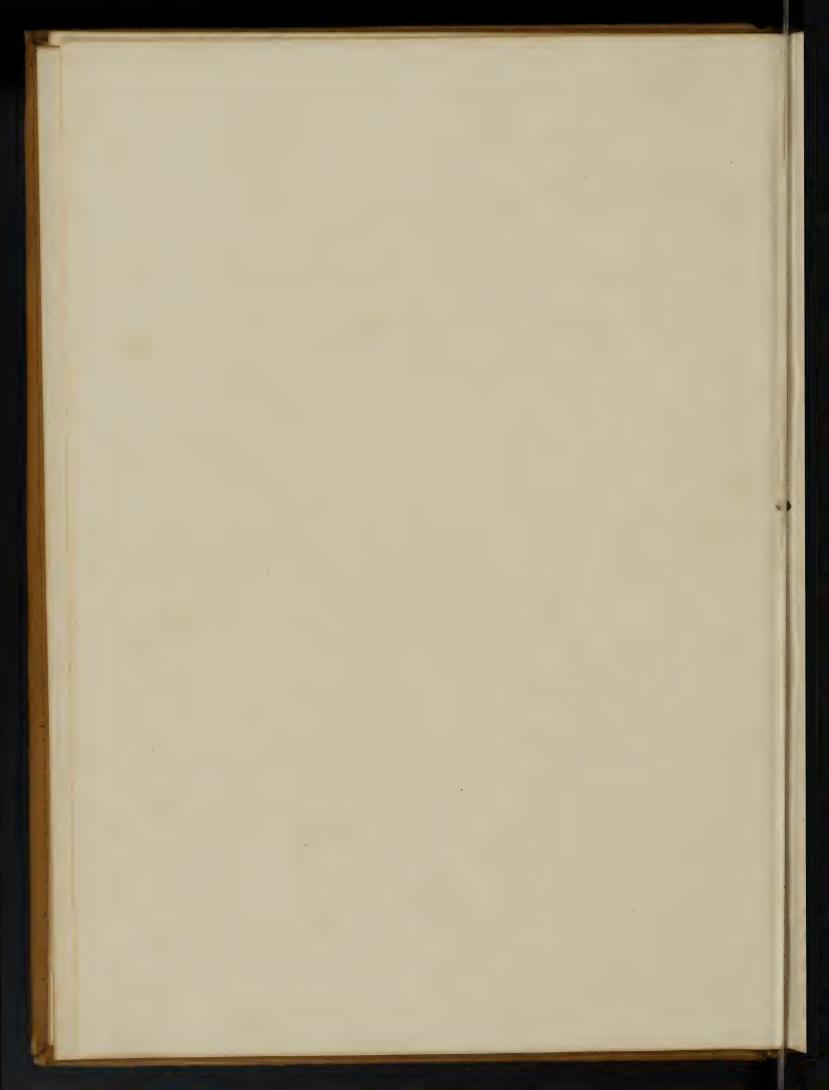












Corencent Buken.

Parley.

Juis notion is hounded on a covenant of chains a recovery you a recovery you a recovery you a recovery you a recovery for a re

Governants Contracts & Agreemts. are often used up surrough Bac. 526. 1000. E. 244.5) but incorrectly. - Good. is a Contract written & scaled, & may be by indentive or Sect will. Fitzh. "National Brevium" 340. 655. 266.

When in indentive up well as when in deed sole it is sufet to maintain y action yt covenanter seales. The covenanter seales in covenanter Sid not. (one. 6. 212. isis. 266.

in usual remoney to enforce a covenant, is an action of cost. Broken for damages, the Coelet will be on cost. to 'sat a sum contain I tra, 1089.

Toul 167. I Leo. 4729, or a from the can by cost.

be reduced to certainty. Ex. of cost. to say so much a load for wood a vering of their way such a guartity.

18 it then a covenant to so "something in s'secies" of

But it; matter of a till in Eag, on a covercent, shows a right to be an ages end in it comings, and an adequate remote it is not action to apport on a ges.

3 province of y tohancellor to ascertain ramages.

19 mile. 27.709. 2 Bro. Ch. 341. 10. W. 570. 19 acc. 5201 49 nd besides Chy. Does not interboose, when our adequate can be inder

at Low will require by can be where it his in fame.

Gramaged only. I but were about a remove is in fame.

Grand of relief small in the is mirrely conserved,

comisoble in i..., the will will be retained.

Tremases in home a constitute is comment.

Tremases in home a constitute of react is comment.

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There is a record of ground of many of the comment.

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There is a residence of ground of react of the comment.

abans and to grant or refer it to committee.

proy are sirina into coors. in Las & cools. in I. The your a wee exporte mentioned & ceciled in the a comt. occamente sarlie. inge une usualle call in L. . Ex. Jack. com is ... or a cation it in. you wing a side how i had a sea a good letter, of tat , is small enjoy quietly the trans it. all acres staining of title; sooned here is no him in the case of the case that exelusion ; im stication. 245, 266.7. 5 60.80. 60. 2.2. 384. ine world " teti" concessi" impre " covernante. " 3. " in sais that the or sincilar world impoly such coverants only in cases on years not in conversances of in tree is id. 2 vaing 118. Egg. 11. S. 4 isk evition; west her de met to render to. some in to a cuped vin. Fat took a impailing to the same a with inne that , a weign on rejectly

in the sale of yersomet chattale.

in this, - costs in sea one formate on the sould used on the sould on the maget sointiet, with or explicit, the time to say this can the state of the time to a cost in sees. The say well a the world "cost, a gree yes who well a the

Looks. in 2000 in in which not seem the pricase agreement. who if expressed. Ex. "compile territor" in a contract a cort. is a total guille son that the lesson shall guille and in 187. 4 the. 80. 6. 5 to. 17. tourings.

of the sign age without the action will be mine for me with it action will be mine gound in i.e. on the imposind cort. go wait in a mine gound son's i.e. on the imposind cort. go wait in in ments.

In the revision please of Personnel, such is one to me and a second of the state of the sold.

343. Exp. 294. Co. Lit. 139. "Lect. 30) & Co. 20.6.

"Presonal cost, is a mexical of second or comments
to say money ge. This tivipion is teriord or on a reference to the state of the sold.

"Lep. 260. This is natura occurrent, the contract.

1 set gover of words is necessies to ma he acord.

The concurrence of the saids

in an agreent. are supple. Bur. 290. Eps. 267.

1 Roll 5, 8. 1 Bac. 527, Brown 23. Leon. 321. Firt. 10.

1 Leo. 17. 2 Mod. 86. Ex. of 4 A. Case to B. reserving such a rent 8 13.

3.

consert the relaxe. Tool. Overen oor non paunt.

inj vo. him the the cold in och is y works of

conser se & ejosip con no. 26. Eng. Et. Vert. 10., Noch. 519,

is a constructive contract by the lefter ay no

con of the service of the the lefter ay no

of contract man be at to something sast sies on outs or quitire. Tox. Part by which one could be in he had not one of thing is if he had not or ion to boot. It siem injust to, him. P. out. 308. a. instant at entract of seizin. Instant a common executory agree. I could so toward by the

4.

A leve in law must be restrained by un expects coverant expertume facil capacita la citien " Thus suppose a lease by words concept deministration to which removed to a cost that the lipe ins good lette to a following in an april out or evideon by a Stranger's eviding the lefter, want that the evideon be under elder little " Ile 175. Est 273. It bis solter is by a stranger's evidence of the lefter, want that the evideon be under elder little " Ile 175. Est 273. It bis solter is by the evideon be under elder little " Ile 175. Est 273.

It has been said that on the implied coo' raise by the words demise on that it is life has been evide by the every ful enter of a stronger the lips now not be liable a ween on an arping over the believe is the meaning if this rule is that lips would not be liable to come on an arriver over the believe to the believe enter of a stronger he would be liable for our enter unter on the believe enter of a stronger he would be liable for our enter unter on a court title & to E str. E 268, in se.

A recelul in a dead of a former paid age ont converts that part agreement in the access bunding on the covernment is a Mineral of had been cond that at shall pay to a certain in a His credes a sent binding or the free the seein agree the high heart. 122 of 26.

In word out, it not weld in an andlum. there must be dome word which denote an agreent, some there will be no cont

in deed, If a lesser to year could be repair provided the lesser will furnish the me cessary timber, this is not a could by losson. It is only a qualification of lipse's cool- But if it was expessed thus, provided I it is agreed that the lessor shall furnish necessary timber. This imounts to a could litell. 518. Ext 2.67. by lessor.

lipor shall do such an act" The land is nothing more than a condition to defeat the lease I Did 118. 2 Com 560. I Roll \$ 18 14.

When any clause or provisions in a deed is in nature of a defeatunce, but broken will not be upon it. For this is only to distroy or qualify the obligation I not be create one. H. auch.

Constructions of Coven unds

"Hence all cove in gen!, are to be liberally construed the meaning,

of the parties is to be sought with lift ry and to lechnical notis than
in decus executed to h 145. b. 1 Buc. 539, Howa 140. Moor 458 1that 419 ft 4.

In many cases a literal performance will not be

sufficient bro Ey. 1 Sid 48 Est (2270. 113ac 539 1 Lene 52. Est, If one
contribut his child being under the age of consent shall many & the child
many of age defents, the contribut furformed (Lane 52 "th 2" or

(Cliffic cool with lefton that he will beaut on the land at the experience of the lease all the limbers on the land at the time when the lease was made, I cuts down the trees bleaves them on the land, this is a breach of the cost, lish 241 Li Ray 164. 1 Hould 276 ang 1 Bac 629, 242

Apromised to deliver to B a prioce of clothet outsit in tallers to then delivers it at the day this is a brough of the court 11 Bore 119

breweng & merede ashes with the graine so as to destroy it, this is a breach of the cool of his 29.49.

rouhent maning, what held to be \$50 of miny 1 Sid 151,

months hence & one day or how hence conveys it to a stranger, this is a breach of the covenant of he becomes liable on his cont at the moment, when the conveyance was made. The principle of this rule is that if he fouls it out of his power to perform his contract he is quitty of a breach it it I took 130. 2 d. 122 6 Johns 560.21. 7 do 15: a med 313.323 and if the purchase money had been paid in advances it may be recovered back as money had & received (2) and

In some cases a clause in a det of lease in the form of, an exception amt in law to a coot in deed, in others mot.

The distinction is this when the lease is of a given subject excepting ; Such a part, this exception is not a coot that lefter well not a coupy it; It is only would of discription, was lease of a summer except such a close.

Then the exception is of a rent or profet to be derived out of the subject leased it is a cost. Thus A leases to B land excepting a right of way over it, This um' to a cost by B that he will not disturb I in the enjoyment of this right here the exception is not a part of the discription. One to 6 gr. 657. Com D: Waste 62 Court 2132. Sulk 196. 11

cool is I thinks there is no difference in principle:

The differences is duid to be that experts could use more strictly construed their implies.

Hone expussly code to perform a in a given since which performance is not physically impossible, new performance of this court, the rendered impossible by act of God, under coverant or liable, for his insures against the risk which prevented him 2 NH 218. 3 Sur 1644. 3 wast 233, 8 Fer 239.

If a lefen of a building expressly cook to pay the rent of a building for 20 years & the building is burnt in one day, he is obliged to pay the rent of a hope hote time is of (2 270 2 of 763 : IR 708. 310.

Thus 366 Lefty 16/7

A had been a question whether a court of Egy can relieve against the payment of rent in such a case. Amb 619. 1 Foul 366.

If it Mois settled that is can't . 18 Nes I 115 1 Mad . it 38

3 (tustle 687. For it is plain from the face of the instrument that it was the instrument of the padies that the rent should be payed at all events 15th 310

ovenante & Fout 366. (Forg 259 it is said.

is not liable on his implied cont meither would be liable on an express cont of this kinds. Conto 102. 3 Bu 1639. I Tout 368. Doug 259.

The whole amount of the diversity is this, the law never implies a court my inevelable accident. This is not a difference in construction the difference of in the cool themselved

1 Den rule that exprise cont could be discharged by any collate

but to this rule there are some exceptions, 1st as if on Cool to do some out Kihat act is made unlawful by Statute. (his containt be unnulled tosh 270.

D' o' of one cout not to do an act. I a Dub siquent st makes it.

I a subsegt It makes the act langue the cout is not connul led I Suck xgs

It is a gent rule that cook respecting comp particular subject matter, are confined to that, which is in being at the time of making the cook;

(() lifee cools to pay all lakes, his and extends only

to such lawed us were in existence at the time when the cost and made. It 11 ys. 1 Labr. then 223 3th 37, mos to those of another kind of a fraily to whom a chose in action is made payable affigures at under seal that affigurement implied a cost that, assigned shall have all the benefit of them 1 th 26, by, 621, 229 (m. hit 010, a. la 5 200. 2 ld 24 Chila 2.3. p. 109, Jelk 125. 1 Pour 317 2 va o 40. 2 to 45 to 8. 1 smouth 3.

If then the affigure received, the money or releases he is liable on the implies cost 2 lay 683. 1242, 3 the 304 3de of tochange 45

In Gennt it is reduced to Luc for fraud. If the afsignt were not by deed, yet these would be an emplish promes those cont

en another out in another deso untils the cout pleaded is, in nature of a defeasure of the other cout 2 land 217 Esh 300,

But a defeasance or release in a separate dece may be pleaded in bar of an action on another deed.

Milieu a cout it claimed to be a defeasance in must contain proper words of defeasure. Selho 373. 0,

low Can 406, On one 300 623 3 solk 298, in 306.

not prevent his recovering the delet be sung before the time he render humself liable on the cart. Co & 352. 1 Shoot 16. 1 Red jog. 2 Le 41. 4 Bu 263 2 6 106 10. a. Hel 10 6. the 63.

The reason why it is not a temporary bour, is that if it would be a projected one for a pers!, I wight of action since suspended it extinguished forever 2 Holl on which of action since but 60. Leth 3 13. 2 Parolon 255. At court les a bar unlift it he regarded in how as a release, but a release is the extinguishment for eight of action 3 if I be for a moment extinguished it so of course gone forever.

realing the delet. it prevents a right of action tell the leave experied 8 I 16 1183. is 2 306. 6 218 137 Laking by 11. 1 20, 639, Med 139. 62.

coot to fray on demand with an agreement annexed or endorsed not to Due within a year. This is in effect a cout to pay after the laps. of a year. For the lun parts are to be viewed to gether the under instrument together shows that the sum is fray able in future. Mence it is a general well that one covernant maybe pleaded in parto un action whom unothers cout in the Leine deed the use no words of defeasurce. Inphose tipes couts to pour \$100 per year a cent & leftor cort that lifee shall retain so for repairs the lefter can't recover more than 50. Col 3d. 1 Lev 182. 8 JCP 683 6 do 734. but the rule, that a cost not to due for a limited time. A mo bar extended only to personal actions but not to real : for the suspension of a real right of action is not a huntual extenguishment 2 Ho 136 4. The reader of this distinction that there are graduling Ist title in the owner of real property not so in restond property. I wont never to Due a deblar it a bar to an action on a cool in any other deed 8 2 % 1711. 1486. Gro 6 352. 2. But, go. 290. for this, is a release I may be pleaded and such The object of this rule is to prevent a multiplicity , Dents to uttain the same end 1 of the 446. I can never to see one of sent joint & several debtas is no but to an action brot to recover, the lebt against either or both. of them & all 168.171. L'iling van. 11 Mod 251 12 do 551. 16 dost 72 Hook 19x . (formal reliase to one of 2 joint & Leveral is pleas able in bar to un action against either The reason of the rule is that the cout it not construed to be a release because it is oleur that it was not his intention to release the whole debt

If a cost never to due were given to one of 2 junt deliters

it must I think operate as a release to both. For us he cun't hus one without swing both, by covenanting, not to sue one ergo he clearly

intends to reliade both I cook not to sue in a Goreign country is a boar to a suit in that country. (W when the foreign crew of a torign mader cool not & see in our other than their own Country this is a good cout & a bar to the action in another country 3 doth 298 Com & 139. 11 mod 204 Lango by 1. 2 Hby M rol. me cuit by any contract stelade himself ; from , restorting to the proper tribunal of his country to enforce any right 276 Bl 606. I (overault used in Conveyances qui claims In all cover of conveyance except released there are right ? coul express or implied. 1st coul of Asidin or good little 2" contral At are andy or much enjoyment. Mice the conveyance is of a Greehold the 1st cont is culled for the seisin, the 2° a cont of warranty, where it is of a term of years, the 10's called cool of good little, the 2' Cout of quiet enjoyment. These coul regularly exist unlife there is something on the implied unlik there is simething to exclude them 12 ole 519,20. Est 266.8. I'll at the line of strenting the deed, hence if he had not give title at the time; he breaks his cool at that instant. I he is hiable to an ordion immediately 9 % 60 cm La, 369. 170. A. 299. Kial 3. In un action on a root of scision it is suff for covenanta to allege that covenanter was not well seided. It is not me cufs and for from to over who was seed. I the deft must show that he was seised & if he makes out a title prema faces you the , plaintill must in his replication show a Sigher title in unother the to 369.176. 100 111 c'ed 3.

e I cout of Deidin is broken, not only by a want of tille but, by an in cumbrance on that title, mulip the incumbrance is at copled . I Sust 491. is Johns 14. 1 40 376 2 mof 433. 7 When Cost of seedin is broken by an incumbrance only, he breach must be specially haid by Heating what the incumbrance I. The general allegation that covenantor was not well seised is not suff for the cook is in gent well deided I engo had a title frima acie good, the burden of priof rego led on the councator 2 Map 433. 1. De Governant of warranty is a cont de Juturo is a cont to rounant the lette against, all persons in Julius The cool of seiden Ecourecuty, are strictly personal & entitle the covenante to duringes only. 4 Com 49.00. 66 203 304. 1 Mis 511. (need 30. Blick oot does not entitle the covenante to an action till he had been eveded. So that he must show that he was evided under your Melder title 1 Min 2 : 4 J(2 617 tro by 315. Com to 919. 6 2h 301. 2 Saund 17%. It is not enough to allage that he had been evided under good in lawful tille because it might be derived from the plaintiff himself It must appear that the excelor had elder little. Hence allid ging that the eviction was by suit is not sufficient, this indeed is not avering any title in the evictor . En & 417. 4 Lo 80 6 1 000 379.889 1403. 4 If it does appear from the face of the declaration that the exiction was under elder title: it meed not be formally studied to have been 20 8 516278 4 do 616 2 les 3%. 6 2 30%. wichin was 4 2K 614 2 to 37 in some of the that he much show under what, lette he was evided 2 sauce 197 I dea 1166. They this must be meant that the plantiff much thew good & elder telle. The reason who he must show that he had been wicted

under any title is, that the cout of warranty duck not exterio to the testions, acts of others They themselves are liable of 1500 11 The big Hot 34 3 do 584 29 AL 2/3.301 But one may expressly cont against fortures acts of 3 hersons & then the averment under good alder telle is not newformy Eth 2 43. 45. It had been holden that a cost of warranty against the ads of my particular person, renders covenantor leable for all the celd oven the locations weld of this person. This well is founded on the Improsed intention of the pulies Hed go low to 212. The 400, Goh 171. This ed not a reasonable interpretation of & thinks, one the cour disturbs his grantee in the possission were by a todious, act'under claim of little is by such an ach as appears to be in bestion of right, he breaks, his con this rule holds even then the sent as exhriply continued to butted seretions; for the cover entor with defend himself be allowing that his own act is unlawful 17 ' t byl. / toll i' 21. & Show 423. 43h 302.293. There the lipson evices the liper the rent is suspended, during the exiction. but a trispage by lesson without evidion does not suspens the rent bouch 2' 42. The rules applying to the tollows evideon be lesson . relends to all persent included in the cost as heirs ich to ofthe lessor (I groy, ish 302. 1 hill is. Do it whelends I. the hims the they are not name in the con! ay I'f the did! cools against all the not of every person That sent is westering to the acts of the Ch. Full those who claim una him Hence to dubject them on a cont. the breach must happen by or in consequence of some act of the Existhernoctives because they cout of course con he made liable only in their representation aparely I in that expandly that must be considered as afair my the hist right only whateve it may be 176 . 2.1 34. There is a difference between the rule of damage on wood

of seisin I warranty. and the rule as to the latter is different on this

The intuist from the lime when it was paid or drew inst we here it Map it 100. I dela 531. It John 1 3 do 119. I Map 133 1145 1 Koot 108 2 da 2 get 410 of its hirt 3. The line when the consideration draws intent, is generally the line when the own is broken to the terms of est."

the lands at the time of eviction I the damages of eviction is the value of the time when the contrad broken to the damages,

the value changes? This doubtless is the best rule here where

The way of warranty in England he recovers consider the which all his damages in being evioled is the costes of his eject by which the was evioled — Der (2 oct he recover counsel fees? I'll minks he night dame' rule in A tesh it take, 3. 3 banus 111.

of the increase value of the subject. & I begg lived to day for I doll for acce. It is eveled 20 years hence, the liend being this worth so delle jo acce he recovers withing for the increased value. The rule of the same in I Work.

munitain an action with grante for the grante count in the moment of of course the right of action account before apignt. La right of action can't be affigure 2 maps 439, 2 rotus!

Covenante may recover it mante & o'chum 53.

Ju if the cost was broken in the lower of the apignes & Co 15 & 17 a set in 1 158. 9. 3 John 317. 5 do 120.

pet an intermediale apignees, who had not been duminified. wither by welcon or by being Subjected or Sund by a subsequent of signed can't receive to a prior covenantor. for if he could the Evenuator, might be subjected Lever at times I Com de 244. " In an action on a cout of seedin the deft having required telle after action but in no defence for the course of action was complete before Quet this would go in mitigation of duringer, 2 suma 171, 22 6 186. A Gast 56% diffusion is prot by one claiming elder little son granter the deft right he his own security to notify his warrant or that he mad uppear if difend. This whimin the And per question is a "rechold is called vouching in the grantor. It warranter, does not appear the granter must defend as well as he our Freb in 28 Fittell Egb Coxit 101. 3 how Our en 34. This is the fractice in Count in Excel' ad well us,

differed in England venching in is only in heal actions.

If the warrender is not routed in he is not condiised 6. u judg! volth granter. It he is wonched in he is. Ill 28 1 Let 29 Pend in 3g. 1: tall 3y h.

Lut olaum deeds, or released, contain, neither of the ubice cool, get in dome outed, the guel aliment may it is i die in Count be anderenable in defects in tile or quality in un relien on the case for france, all is the absence of these cook which make it a gent claim or rivade.

The beller ofunion in England Seems lobe that an action for from well not bu; for the granter ought to have had col predected, if he intended to have guarded us a bad title or , ve deced in the quantity or quality of the land & lette 211. to Len 196 386 37 8 51 Litery 1118.10.

I but there are oriented in England that the action will be it the plaintiff is did appointed in the quantity or quality of the land on it 3311 1 Fent 366 (ween " rella 30, the An entre decid 1.8. I bain 193.

net lie A ought not to be the rule here, for weld of distant lands are reticles in market & policy requires that the action should be allowed

21 Of collateral Covenants & those which run with

created by it pusses by an afignment of the int so us to devolve whom the affigured.

Those which do not run with the land are called o collideral. Hence a distinction writes us to the afsigner's liability on the cost of the afsignor.

The afigner of a lease is hable for breaches, account during his possession this not named, if the cost runs with the land secure of the cost be collateral. I Feat 340

There the thing covenanted to be done, or concerning which something is covenanted to be done, was in ofer at the time of the land to lead by hiper to repair buildings demised. Here the buildings are in effect, that of the subject demised. Here the court is suid to run with the land for cost to pay punt by lefter without naming assigns is a cost which runs with the land or is unneed to the estate for rent is holinially in effect sinces the subject from which it is to four is actually so love to 383 Butt MP 159 1 Bac 3314

Out if the thing covenanted to be done, or conceining which to were not in effect the line of the cent, not parcel of the domise the Cost don't pass or run with the land tis of course collateral 5 to 16 3 Bu 1271 3 JR 3 93 Cro & 352 1 B 3 34.

the numed. Thus a cost by lipse to bould a wall de no vo on the lune, the afrigner is not bound unless named. He well

Let a cost does run with the land, if it goed to the support or predevation of the thing demised. Its cont to repair a wall or house 5 Ca 19.18. To a cout to leave to many weres yearly untilled, runs with the land 3 Les 233 Ray 303. 1 La 215. 2 1int 228.232. Cis 7125.26 st 300.5 Ca 17.18 "here cool run with the hand : for they go to the support of the thing demised of bend the assignee the not namede, It is concerning a thing in esse of for the benefit of good husbandy (In a cool which rund with the land, an action will hier, us the apigner of a frant of the lands or of the buildings, I Gust 580 Go 6722 Du. Is the rule universal! suppose a court of rent 3. When the afryness are nameds, they are obliged in general to perform all the cook whether they run with the land or not. Us cool by defer & his assigned to build a wall de move on the saind for where the cout runs with the land it is unnexed to the instruction ment wherever the instrument goes, but where the cool does not run with the land, I is not connexed to the land, but by accepting the afsignment he adopts the cost in which he is named I bat b. 1 Buc 534. II. () ut if the thing coveranted to be done is allogether unconsider with the demise, the afrigues it not bound that named: Ca Coot to bruita a house on another's hund, or to pay a collaborat Sum is a distinct sum which is no part of the rent; he is not Cound the named & Coll 6 1 Hout 352 Cow Pu 438 1 Bec 534. I. I that where the afrignes is bound by the lefter cost he is liable only in breaches accounty during his notsepron is during the time of his in st; for the assigned is bound on the ground of frivily of estate. If then a breach huppens before or after the int of the afsigner ne is not liable 2 toust 3 75 Hools 179 Solk 199 3 Ben 121/1 1 L' kay 388 Long 1113 1 7 ut 356 An other words he is bound by controlly because he takes the in to which that are allached, of course his hiability is coexistent with his ins Could 179 (Long 775 1. Houb 350

I then where rent is payable annually, the afrigues afrigues the day before the rent becomes one, he is not liable for any part of the rent; for nothing is due till the day of payment & there can be no approxionment of the rent. (Dong 461. 4 Mod 71. Pow m 99 36, 27 1 Delho 31 But M I 139.

And so street as this rule at law, that the the afrigment, were to a beggan I by found still assignment would not be liable in any rent;

And to street is this rule at law, that the the afsignment were to a began I by found still assignment would not be leable on any rent. unlife indeed a least is provide is under the assignment is merely early and then he may be subjected; but if the intention is that the assignees shall hold the rent can't be recovered from the assignor, 113 & Pal 22 at 1221 But 109 Hol 172 166. umb 485 ontra 1 nent 329 331. mot law.

Rule is the same if he afsigns to a Gener cover Way 435.

The leability of the assigned follows the estate: but the liability of he life arises from privily of cont' Hollows the person 3 6,22 a. 6,

But a count of Egy can appealion the rent in such cases, as those mentioned above, as where the afsignment is to a begger, It im 165, 87, 88. I Foul 351, 3.

restruir un afigne from afigning le a beggen de this had never been delermined, but it has been delermined that the court will not restrain him, if the life offers le deliver up hing lease to the life as to the life as to the life of the life of

But if the afigner is everled from hour of the premises, the cont can be approchanic at law: for as privily of estato is the growing his liability he must have as fin as this hoursely fisher cars so I seed of the second of the

The rule is the Dames in debt for rent vs the original defect who had been evidence of part, I get the lifter cant in such out be debyicled in cost broken to any part of the rent for the lifted liability on the cost arises, com privile of control and

entire con the can't be up portroned I trast 5/3 3 6022 a. b. I lenu is assignable unliss there be a cost net to resign): formuly doubted whither this cout bound him now settled that it can be binding . Tenunts in fee simple can't be bound by such cool for no person can be injured by his afsignment but lenant of a lerm by a signment may injure the remain der man, & il de 800 37. 40 Couch 803. 130 Est 276, tell such over is not broken by his enditors laking the lenn in et " for this is not a voluntary afignment. Huther Level not to uflight broken by un under leade 8 JOG 57. 21 igt carter i that 23%. on the death of the tenu must go to somebody & It's 9. 7 . 766. 3 Will. 234. The lifee continues always bound by the express cool even after afsignment by himself, 36, 22.3. a. Cap 120 H JOR 98, 1 a Fore most go. Dong 443 1 Hof Bl 434 mg 1 Bar 533. 6. 1. Tout 353, 11. I'cik 199 for the coot bends whatever becomes of the int demised but the lefter muy: by his uch dis charge the lefter from in leaditily for breaches after the afsignment the leftor, new weefled the assigned of the lifew us his ten and he can't main. duri delt for rent, account after afsignment us the original lefter (u dus 334. 176412444. 1 Nout 334. 3 6. 23. u. VC. for the privily of estate beloveen lefter & defee it your 1Hof (\$ 39. m. & debt for rent is founded in privily of estate Let by accepting the assigner us her lenant: the lefon does not fore clude homself from main lumino an action of cost broken or the original lesse where the costis expuls for accepting rent merely discharges, the privily of estate not of cont! (wo as. 309. 122. Jull of 189. 1. 6 16 1138 1144 1 Houl 354. 1 Jun. 237 but where there is only un implied cout on the fruit of

the liper if the lifter had a coeffed the afsigner as his tenant, he could maintain an action for a subsequent breach; for here there is no privily of cont. I privily of estate is destroyed 1764 Bl 139. n. to 322. 1 alid 1147. 1 Hoftel 113 g.m. 454 36. 22. a. 1 dum 241. 1. the left may accept the lifee's afsigned by receiving rent. adeplance 1 764 836 438. g. n Where the cost for rent is express, the left may pursue his remedy is both lesse & assignee at the same time, but he can enforce only, after sales action of one ext if the deft, in the other is taken societ for colls he may be releved by audia unerela los of 523. In cool running with the land as the lopen had at C. Luw, The Com Low extended the remady only to representatives, of lepor. By the Jame Habeti on the other hand the leper has the Sum runnedy por lessor's granter, as he had in the lefor 4 Bur 279, 1. Hours, 34.5 Go Lit 215 Oco & 529. 3 Co 22 Atheatons Letwin 366.5. n. Difference between Asign & Under Lease I derivative life; or under himant is one, who takes a conveyance I only part of the residue of the lum (as its int for one your where the unit hough residue is 2 Leans or the whole lum and Tenant, to the lipe & Doug 1/4. Who 4.05 (I believeen undulinant Ilipor them is no privily of Estate, Lines the original Lifer is no between himself the Underlander, the life. Muther is then provely of Coult for priviles of coult wrises from privily of estate only 3 Mils 2311. 2 68 16 766. I (ince a derivative to pre it not liable at all on the cool contained in the leade, I delio 515 Doug 18%. 2183.174. 1 Houle 3117. 8.

The rule was formerly held to be the Lame at to Mortgagee of the whole residue, untils he look populsion, for there is said to be no privily of estate between him & the lepsor dince he takes only an in cumbrance fil not Strictly a reschaler the term 1767) 114 1 Guet 502 Doug 438 1 Vis 12 1 Ja. 3.6. 3 / Chy 166. But this rule is now desired I is not law IVes 12 235 Mortgages 2? It is said that a Mort" Caking the whole term to secure a delet it refere in an afrigues. I but this daid seem to a . I to be corrects on principle. futh Mort " usuals had no inthe further than the Security of his delt: until he takes propertion the resulty does not. he difference between an aprin ment I un under lease is this that the former is the Dule of the Lipers whole int in the loads. The latter is the creation by the lifee of in ten uncy under him. The afrag new is tenant to the original lepor Sh 1105. 3 Web 234 2 Blok 766. (Afignee's of the whole line are liable on the ood according, the preceding distinctions, whether the assignment is by deed or the devise or be take under ext. or other mode of transfer by operation of law Long 17 Coup the. Is the assignee of part of the premises liable for any Spart the rent? On & 6:3 Corop y bl. This depended on the ruettion whether rent can be apportioned. It would seem from unalogy to the case of assignee's being wicled of fact, that there may be an apportionmet " East 5 77 " Ot any rate the lefer remains leable for the whole love to 633. the Lefter cove for himself & assigner asling as that shall be in possession I the assigner remains in possession after the term he is health in the cost the not then Strictly un upigner for being an afrigner de facto he ought le be liable as such State 407 Coverants to pay by Instalments in a bond with condition for the payment of an aggregate sien at deferent times lebt lies for the first breach but com low the

whole penally is recoverable. I ceth. 113 1 With 80 th : 15. 514 Just. A 1168. Esp 200 Com Suc 508. in set 47 6292. to 10 60222. 1286. In these cases it is said that debt well not lie until the last instalment. Out by bonds in these references is meant a single bell. Just 165. 1264. 31 548. Sep 200.

In a single bitt delet will not be where money is fragable to, instalments, until the whole becomes due. or in this ouse the debt is entire & court be devided & here is no condition as in the case of a prenal bond, the breach of which can accedenate the payment of the whole junal tig : It old has besit ing or 292. b. 11 be 28. b.

ments the plaintiff recovers only his actual dans upon tick the first instalment, In Conn' them judgt should be given for the whole aggregate of the instalments & essen should be ifsuer on the one of the fact during fact due.

Rout is smubble for when part is payable, as \$100 por annum propable quarterly, an action will be ut the end of end quaden: for so runs is considered, and the reservation of the fruit of the land I these reservations are in the mature of distinct debts, Especially is entire at the end of each quarter I for annum is insertice and to fix the rate or rate. In Gol 128. 34. 22.

In a coul or note the just must of an aggregate sum by instalment an action of cout broken or ups! for damages will be when the first instalment becomes due but it lies for that instalment only & to loties quelies for the recovery of each instalment. Esh sas 1.164136 347 bro E118. One E175 Belk 165 36, 22 a 4 da 94. 60. 8 d. 153

lie until the last instalment is down "For cost broken is brot for derivinger, for the breach of the cost but debt is brot for a sum cutain in numero. In the former the fifth recovers, the duminger, sustained? In the latter he recovers nothing tell the intere aggregate sum is fraefable I Sell the Est 262.172.

I there is a cout to pay dement Lums at different climes of not an aggregate in several instationants Cout broken will be for each dem as it falls due. I had thinks debt will be or each mor thise several dums are par he nature of deveral dubts like an community of the rule it seems as the dance as if they were each in a represent most current to 3 1/6 80; 118 His Bl 550. But no 548

The rules build down aste cook apply to notes & paral from

I obcuse in a cost that in now pay! of any one ustal incut the while shall be come due in medially is good it seems sof the first instalment is not paid. Cost broken, or debt will be to receive the while; for the whole is due by the expressioner ment. Ch (2011, 214.13) One San : 05.8.

Du out broken and number of breeches may be afrigues?

Outer at law in 1161 in bond, is a brack of one condition is a justicition of the whole funally its planed more than one breach went be decided, 2 And 198, 2 Miles 293, 3 Selk 108. 1 Eell 112.

the Land to rail of pleading on a honal bond it the Land of in a figure all the breather in he said receives for all

The St 8 dy "Mm 3" is similar to our M. Herge the English rule of pleading it similar to ours 2 U. 60 34: " J. C 430. 60 2 he i 1016 1111 Corope 4000 1 Jac 524 2

Counants or Bonds to save harmlifs

A cont to save harmles, is one be which the covenanter stipulates to secure or indemnity the consumter or some damage or inje or charge to schick he man, be expected als land is could, debtor it in among his survey to see the sol son one to 1/13. 1 mon 214 Est. 301.275.

This cont is not broken be the bertion act of 3 persons

designe cook to save like harmles from frayment of rent the lifee's are illegally, distrained. It and I she save.

maintain an action on the ground of his our mere liability to a Duit is where mere liability to a Duit is where mere liability is throuly damage complained of.

This is the case only where his habitely account when the cool of Andemnity was your, Thus it a Theoff lakes, a cool or lind to save himself humles we all damages to for the escape of was having the liberties of the prison yard & the Bris over weaper he may see immediately on the ground of his own hiabitity of need not wait to be sued. Gro 633. 123. I Rost 510.11.

Lond, or cover of indemnity I the debter fails to discharge the debt at the line of fragment, the surely may immediately see the there is no other duringe than his more hability Solk 19th. 3 Co 241.a. 2 But, 244 11 m. 194 1Root 307

The court of Chy. had in one cute competted the debter to from the debt of the release the Durely from perfectual jeopardy. Municipal Man day chy 183 14 John 387

merely on the latter's himbility & had afterwards been competted? I had afterwards been competted? I had afterwards been competted? I hay the creditor. Chy will oblige the Develop to refund it seems 2 IR 104.5.

Would not ufs! his in this case? It seems not for surely has recovered by judgment of court I it is a general principle that an action at Law court be sustained for money recovered on judgments of 2M 269 12 Burlows This case has been doubted that there 2 HB 2111. 6. 14. 665. 4 286. 182, 1 Drug 130.

But if one having obligated himself as surely takes, a cost or binds of undernity after his liability has attached in right of action accorded till actual damnification (A. Class

Surely lakes cool of indemnity after he himself has become liable, he must dustain special dumnification so cout of Indemnity taken at the same time of entering into a single bell on demand, or promisory note on demand, here the senty is liable at the time of taking the cost of indimnity, I ergo can't Luc until actual damnification of or Luch a bond or cool is clearly against something buture, if when the heidelity exists at the time of entering enter the bond this liability is not the thing con enanted against. 5 Co 24. a. I sollingto. 2 Bed, 2:311. 1 Rock 30% a surely having taken no bond, of indemnity frays the debt of the principal, he may maintain Audeb, Up, for money paid, land out & expended, Coup \$ 25 2 5 ?? Joh. 5. , " Dut it no had laken a bond of indemnity he must sue whom it, at being his higher running 3. Welle 13. 269. 346. wouch 520.7 12 2 399. But where no bond of inden Da nely is taken, mere leability does not yeve an action of Idel afo! The action being for money paids, buil out I expended, it ound be lill preforent by the sweety or what is equivalent to it. for the how only implied a cont. to reimburder the surely. He auch This remedy by addumpsit exists, beliveen to Sundied (On Where one has buil the whole delt, or more than his propor tion of it he may recover of his Co Durdy the am' which he had is aid above his proportion even this the principal is still solvent 2 (Das. 1 1 268 . ja. 3 do 235 Seach en 2.38 March In. 118. 2 day 492 So pho the sended, are bound by deperate instruments Seat Li. 238. Muth. 118. Mere there are more than I Develue the preparamony as in Fig. he is Saver a multiplicity of suits (If Ity of Releasing of Covenients the original helder is in some cuted gove in others not.

The indument creating a duly it not apignable, a release after affigurant be the original holder will but an action I But when the instrument is assignable at & Law a release under such eineumstaneer. id net good, Il ence if the difer after assignment of a weedien rollades all could take Lipes, the release will not affect the rights of the revortioner, he man receiver for the briciohed accining after a figureal : for the cool is assignable since the It Honey s. La rouding to deme openioned was de at born Low. 2 The 206 Gro (503 1 Hout 345. 11 Juc 279 " Reliase" not where a least had been affigued by Life, he it is holden ering after a sign be a release before action brot be 6361, 503 21164 411. Est 508 28 20 Can find no reason for this rule: Just a reliase, after action brit by afrigneris not operation for the right had allached his puson as cost by defor to repair after grammed, by Life & subsequent repair omitted dimands does not release the cost for there is no dimende on the cost before it is broken. No of the release were thus of all actions, Suits & quantils. breach discharges this breach. I L'eley 65. 6. Sit 292. 1 King 65 bro du gy Salk 171 Sap 309 Lus M & 166 money will be discharged by such a release given before breuch.

of it for this, car' is a present debt. but a release of all code even before a breach is a but to an action upon A: for it destroys the cost & King. 518. Esp. 307 (2; 5%

Of Soint & Several Covenants If I present cont juntly I Severally both may be sure logether or each in a depende action. That if they coverant jointly only There must be all sur to gether 2 Verm. 99. . 3 Salk 363. uppose there are 3 Soint & Severalle covenantors. All may be duck legither, or one may be suce alone, or each in several actions Faut leve can't be seed kypastron jurilly without the other for the cost must be treated as alloyether just ir allogether sev! 3 Bee. 698 311: 6 782. Dela 26. 1 Delev 238 Their rule is common to all couls If there are lies or more joint cooles or obligees they must all join in un action on any wot for secus deft might be suid in several actions, for the same delt 2 IR 282.2 Ste 1146 & bo 186 . This is also common to all contes. In Such cases if one is dead, his Che? or adm. cantous The entire running survives to the surviving cooler theis subject to count with the representatives of the decensio for their pro pullion I whithe received 1Bor Pat 443. I East 497, Crot 129 Mere one cook with her or more wintly thewally one of the coules must in him eased due alone, in others all must join. The rule is that where the in the code appears to be devi refrom the face of the sustrument each may see separately It. demise by one I the sum deed to Bot Bluckacon & to to of I hade over I clike cooks with both Heach of them as to the whold Mere the int of the coolers being Several action on the cost ist to boil by each alone. I bon 18.19. 8. a. Bull 15%. 1 Sumi 153. 2 d. 116. a. b. 3 Leon, 160. Delo 179. Les between 1903 here ouch may sue alone for their inste and seed broke 129. Ileh. H. 3 And euch may declar on the bond as made to himself willout raining the other, this being according to the lay it effect,

or he may declare upon it as joint I sed in according to the tums, of it. St. 76. 809. bro 8729. Cowh 832. But if the int of the cooler appears to be joint, they must all join in the action. Thus if (Blackacre is dimised to los Vlefor cook with rachte the interest of the lefted's being wint both must form in an action on the cort of bols. C. 19. a. Clash 262. 1 tout 479 11 Sue \$ 32, 3 do 6 4/1. Mence it appears that the obligar I cover in one and the same deed, may brind themselved, for the sum cause, It coolingers or voutes early have several rights of action for one I the same cause 5 60 19. a. Ofer one person count be subject to 2 Lucts of on one ? the dame thing to a grant to two jointly severally of the sum thing is jointly only & bo 19, 11. If les cost i vinely & severally cuck may be suit alone for the migliet of the other. the the one suid had not been negligent ste 533. And a recovered of judgment, 'or one is no bur to un action in the other 3 Fast 251. 6 60 46. 4 Buc 116 Low 1.73.4 Do laking the body of one in the is no bar, Hout adual salisfaction received of one subar 36, 86 Ch 189. 194 If one of Djoint obligars dies, his war I not liable at law the entire leability periores us the surviving obliger? Decut if fount & Sev! I East 400 for the coult in the last case is ist the nature of leve distinct agreets & in the former case of the Recovering contin is inschould Atu Sor of dicadid obligor is hable in Eny () leve cov! jointly or severally. or is construed to mean cine otherwise it would be unculain whither the Coot was joint or Leve loowh 832 Aca Bly 185. 4 Ste. 76. If an endlument begins with the words "we wet "or " we promise" do tis signo by one only, he may be seed upon its it being un legal effects he sole obligation 2 2th, 232. 1 12 m 323. a of an instrument weiter that I 81346 be name cout in one

hat I'll does not execute, the contemporary see of VI3 alone I were that (dea not execute . He 1146, 2 I'le 47 1 Fac 323.

"I'll thinks there is no need of such avainant the instrument being, in legal effect the act of a 9 Bouly.

I her or more bind themselves in in ellegation logether or be a tromise, the could it is it of course, the the word jointly, I not used, until there are words implying a severoligation to duty 3 12 am 699. I tot to 230 ord . Fac 2611 h. Let Bells 170. 2 with

For the pronoun "I must be taken distributed of thereing took out

Moudings in Covenant broken

The declation in controller must state that the contract by decid) test of great was by decid) test of great was been proceeded. Me \$14. but \$17. (in I 108. Day the declaration with setting out the contract always allege at treach the state (in the 517 town I 108. Day

French is suift of spray a Cont that growing is well seiser citing along that he is not well seiser it suift! I saik 134. 6 24

The mest gen abignment is in the country! the cont is well sieted, in jee weement. That is were well seeked in fee g. bo be bro A 369. Est 299

The brench should be so ufsigned as to appear clearly within the cout. In con! be like not to out more tember than should be necessary or uponis, were! that he has out to the value of \$100 is not yord while 5. trote 348. Dong 205. Soft 294

is of but subsequent words the plannist newwoods the yen?

breach whist assigned, he must contine his proof to the subsequent words is to the breach as near own I can recover for that only.

Ex Deft has not used the land on a her stand like manner, but has commetted unth her it was setel that plaintiff could not you evidence of the deft usery the land in an untrustrantike.

manner, it not aim ounting to waste 3 Tel 307.

There there is a provide in actual defeating the cost in a conduction with the plaintiff, need not set it out I regalise it. The left should steam the way of defence. Est Cost to deliver goods with free that it delt is prevented by dangers, of the sea the dead shall be said, here it is sufficient on the plaintiff to state the agreement to deliver without laking notice. The provide of being in the nature of a defeation without laking notice. The provide of being in

For the exception enters into the describeon of the subject matter tis had of the covenantin, cloude the Cent to deliver a bale of goods exception such in circle, The plaintill must set out the exception I migative it in laiting the breach; Cot to convey a truck of land except in interior the breach; Cot to

breach must be a signed as to both. Ex cout by life not be out trees without the assent or a sign. of lipso. it will that he out trust without the about the is not good to the son 250 for it mans have been done with the lifer's aftent the three was no assign.

probably so in light effect. Thus on a "cout to pay or nause to be paid is to the causing to be fraid in the fact paying I may be so pleaded tothe 299. Esp 300.1.

Desphose he bleads that he had caused to be haid

unichdown shall first happen, an aver! that one has happened

without avering it to be the best is suffer to sp 301. I have 132 Git lov! to pay when I shall write wit the uge 121 or on his manuage waring his me in ange of Sufficient: Um of either I the wents ind happened the hist has necessarily happened. (In a coot that are not that be done by the conte or had i digned, it are notice is trot is the assignee, the breach must be luced in The distinction. " Post done by the Could or had afterned The pule word not hold when the action is in the original covid; for thereme forgument is not preturned, or ruther I will be intended that there was no assymment intell A appeared there had been the 235 walk log. Cosh 300. It is confirmed to declient is aprignees. Ex. Con by lefter that in ir his adignot well build a house whom the land of lister in In much hi un action wo when south to aver that he has not built . ", 'ne delien is as a signer; the breach must be allegand in the disjunction 11 Evil in a sum selain there can be no wphodeon of the temand the breach must often the we! (a cout to pay 610 for low in goods. French attiquie or not payen so man lent one Who, In demand (reach held it assignio in changing for the had, "could it 'be wet has been to pour at the rule of to well, hu t. w. ~ der 124. Co if 303. Alk 19. Then the cone is to perform down act precedent to his, right of action, he must are preformance. Ex cut to brug after runest made to Fift must wer riquest made to Abile 217. So of the procedent cut it to be performed; by some there porten; perform and must be accorded & " (360. Julk1/11. 7 Colana. Sound it is bus wer after radich & to # 574. ot. 22. Put when there are moderal & independent conto i c where I cove un conditionally for one thing it is for unother, for formance be I in an action by how need not be averred . She 015 417 H. M. 18.7 Colla, bir 6 19, 1 tel 115 : Comet 10. 12 in 39. Just 24. 1 went 17; I'm in all cades where the cost is inquirement on one dide it in conditioned the cent or engagement on the other 1 tol 88. 1. aure 320. n. 3 Conto 116, c

Headings of Defendant. The most usual plea to this notion of that of purferrance. "In Count in actions food the delt often plead that he has not broken his cover " net good" you it refers quistioned it Cumbe in jure but only un, umentative. Ex drench a signed hat con to was not seisely. Her that he has not broken his cout never sanctioned by our Count. Comb. It it an original mode of pleading justinenum ! tent 130. 11 Sac 88. 2 Be 16 1310, 8 1 6 2418 " Med 32. . But would fuch pleader geni of the declaration: concluded " und de the deft had broken hed un! " it would then form it is said a direct opine : " (Fig. 181. ha : med. 311. Sed ju As the out fruble? 2. Het 1812, declarly thenks not ford modes Event question of lues as well as I feet that can aside it the break Andrew A is a constation of law from unknown number. (It is laid down at a rule that where cook we all affermative), deading performance generally is Duff. Les Set 800 6 Cest, 505. A Auc gl. 3 9 1 83. This rule is really but an exception to the general rule Trebales only to cused in which the things occumented to be done are in some respects indefinite Imultifurious. 5 Com 1 2.36. 83. Couch 370. Ch 505, 1 Bost 9143 (106 7 ag, 116. 1202 135. in such oured such pleadings are allowed soly to avoid great molectely which would en cumber & complicate the wood! Us would him minist to return will write to or duly to discharge the duties of This office. Here plea that he had returned sell words as suffer The rule of not their limited would contradict unther. well established, which is, that where the deft ind covernanted lave a number of Apricial acts, he must please performance specially ie preforman of each ach I Samo 17, n. broto 14g. Julk 14g8. Il Ban 88.41.3. 1900 309. 64. (Lee 303. 1 ded 215. 12 6 753. 3 Com 82. 25%. tok, cool to pay all the legaceed in a well, the deft much, Blend all the rarlicular specifically suver that they were all as that he has paid such a legacy to I such an one to Is What hay are all And a plea for formance conther good or Special, otherwise than in the words of the cont (ie not circofonding with it; is it on your demuner. I Byor too. Est cont to pay,

all the liquides in the will " beathat deft pain such an one last tenther to be without an averment that these are all is all

The June general rule of pleading is allowed in replications assigning, breaches of conditions in actions in bonds, whom the assignment, of every breach specifically would lind to great prolesting in I king Mediately in the 1822 of 640. 20 mm 1992. Contraction of 2003.

Then some of the cont our negative, the different please projection white the head not done the defend of projection against feetermance supposting a postion out. (Let advantage can be lake of a gene please of performances by special demanter only (no & 303. 6 gives been \$2. be set 303. 6. bouch 376 it bece gi. 82. born (A. felenan 5.206. 64. 54. 505. 5 com 236.54. 2 down true, 2 that pl. 1182

Alead at if they did not theist; This must doubtlets be true of com, cout ney, or referendence which upon the face of it is word 1 Second 177, n. . bem 23. 6. 83, Hot 15 62. Cot be definely should come on the the things not be taked. Egal process of certain hims

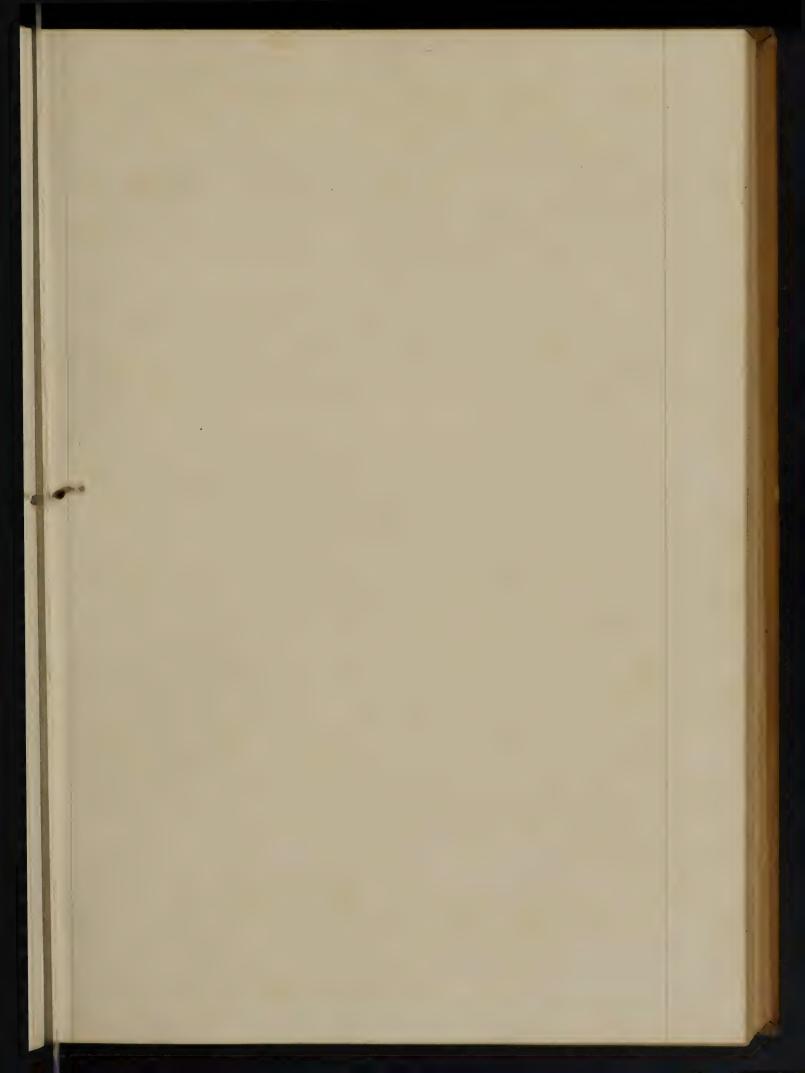
There the cover are in the disjunctive the diff must shus while, he has performed to the 300. Co 21 303. Coro I 659. Holec. 91. 60 133. I denne 117 n. Secus the plea is it on general demarrer, love & 233. Com (at. Head. & 256. I Seen 311. Cor cert, to convey stackacre) or white acre. but us Buc . 91. where it is said to be it on special account on the demarrer only, and thenks this is the true rule on principle

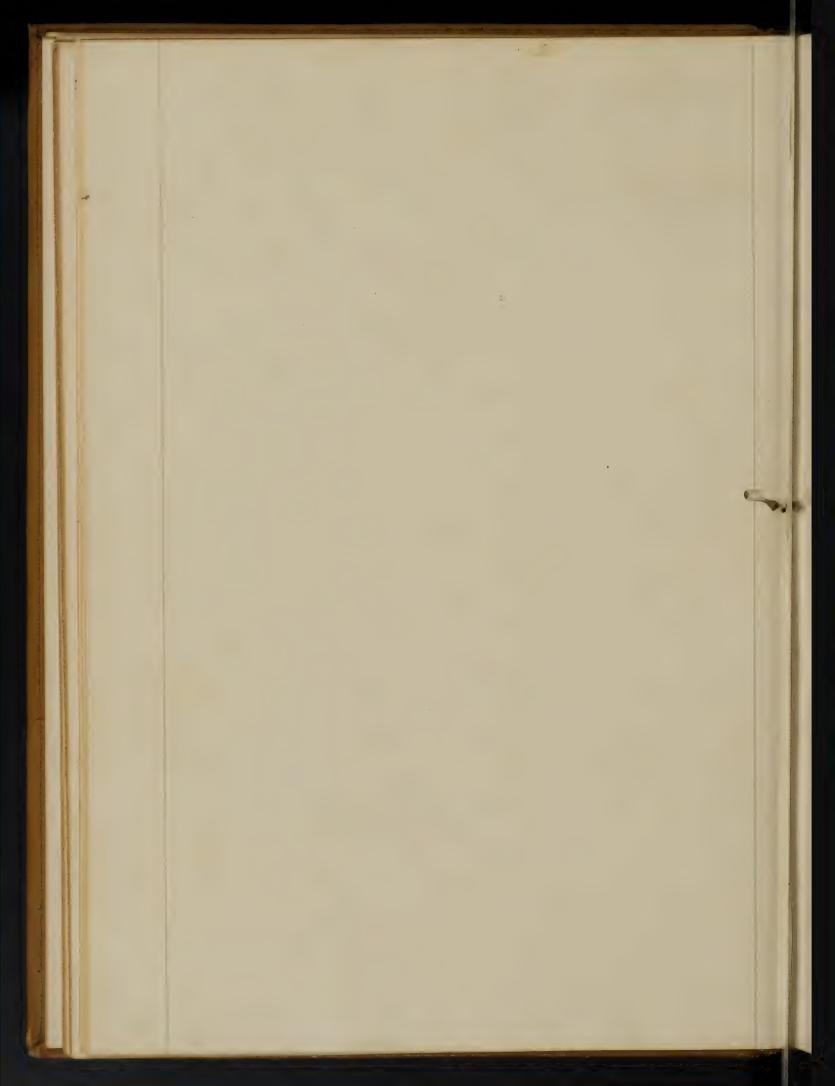
There the costs are to do in a acts consisting of mallers of law as to convey derechange to the deft. must plead performance of forcially i que mode in the what manner of conney auce to that it may appear to the court on the face of the record Dy 22y 3 Com 89. Post by, 10% glos 20

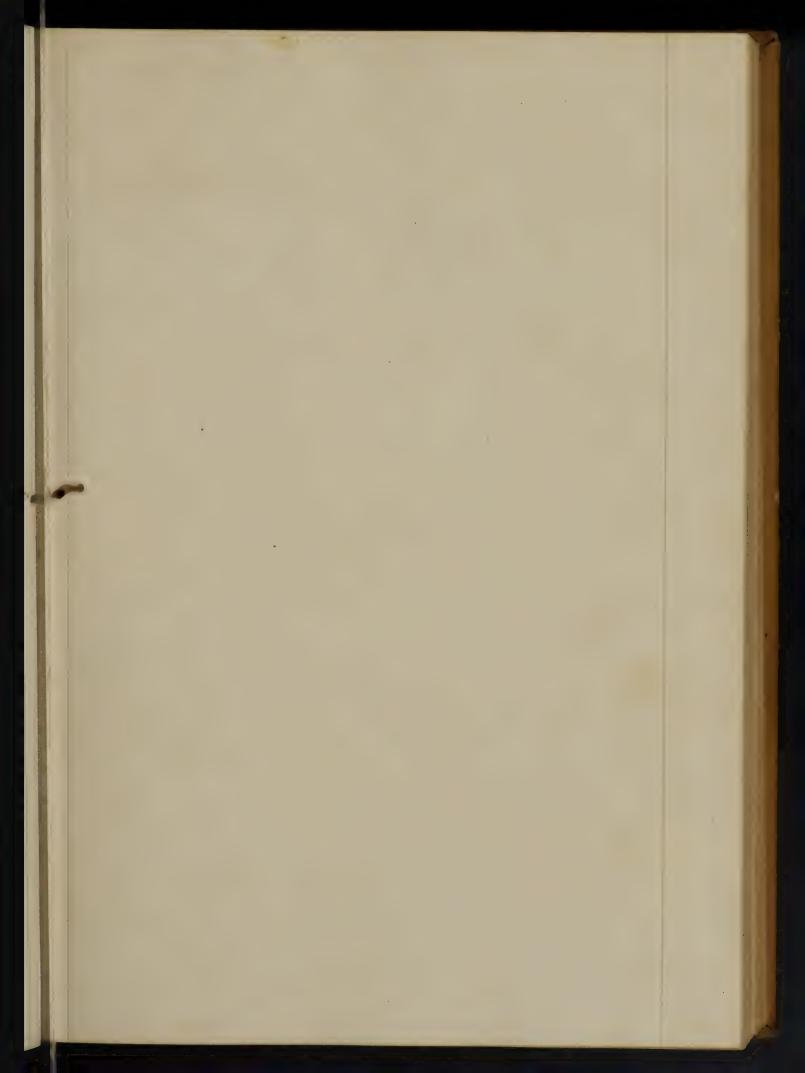
Arecord us to being where the show the Consider it but you

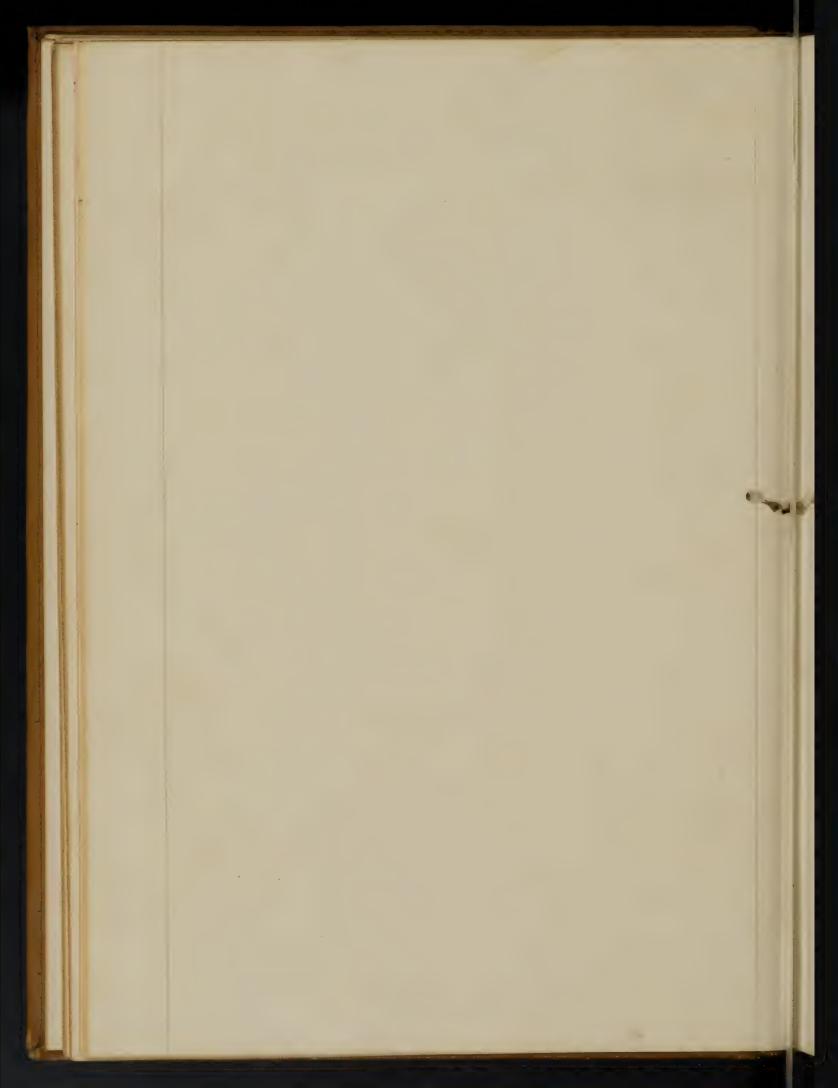
of must judge In cover or bonds of indemnity; the deft may home hemes plead by way of performance " now durn infinities generally In others he must plead that he had dis charged or freed the plift I also yes mode in he must thow the particular acts by which he des charged to. I Suched 117. n. I If the cost or bond is to dis charge or acquit from any padecular thing as certained in the instrument (al from such a bonds or the debt contained in such a bond now dumnificated not good . Carth 3/4. 26. 4. a. 5 Mod 2114. 5 com(d) pleader 6°25, 4 Buc 94. bro 6. 433. 914. 4 Buc. 92. 18 ums. 115. 6.78 a 103 1 639. m. 2 Chet. 1pl 2. 1181 (He should plead that he had discharged. Prequelled, or freed to I then how we be what acts I humbs 1 ys. a for the con! being affermation to do a she cafe act the plear of the performance must for this readen be special . I us the act condists of malla of law it must be pleader que mode" II. Decent of the cool is acreal to indemnify on save humlife of such bond 1". now dummite called, in this case is good land 116.9, n. Cro 0 303, 113 4. 11 Gast 344. 2 hour, 1 dery 4 211 1126. 5 2 (Buy les for here no specific act is coverauted to be done I course the deft is not bound to allege and spreefic wet, III And even of the bond or con! is particular as lodis charge or account of theings not as culcumias, as of all damages, costs I charged in such a suit | now duminiticales is good . I les Egit Cart 374. 3 mod 332. 1 (8 + 2 6 39. n. s mod 224. 4 (Bac 44, 2 the. fill 481. for such a cout is an effect the dame ad a cout to andemnify or save hamblefy because not that the thing commended against had account or over chilled right hat plaintiff, much refug to it. I dawn 117 . n. Couth 375. Go 21 303, 634. 2 lo 4. 2. Wil 126,

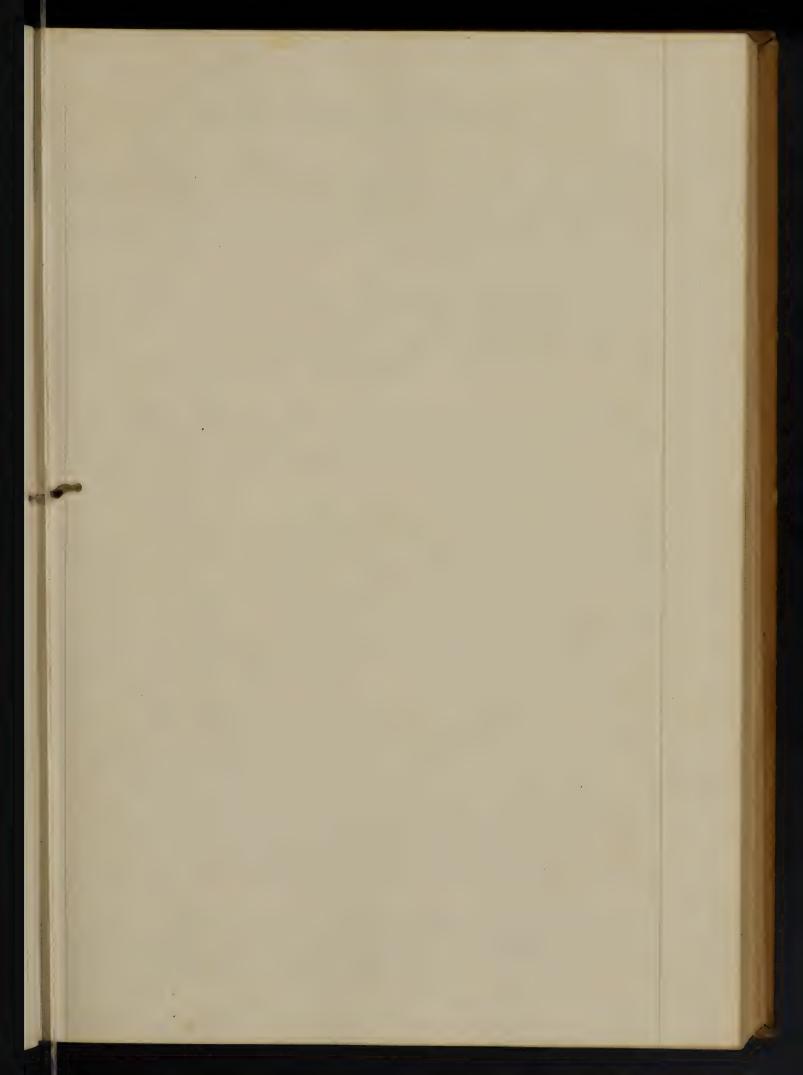
Dut where non damnificatus would be proper. Still if the deft pleade affirmatively as that he has discharged or sound harmlest he must plead A specially I Samo 117, n. 2 bo 36 u.a. Col 363,634. Grs & gih. 11 Bac 12 But pleading gen! " paved hursalifs" is all on opered derenous? I damed 114, in . 1 Les 194, the the plea is affin muleur & supposed sorme act done, for the defect is only in the manner of werring the act (Non damnification is not good to debt on bond conditioned to pay morey on a day certain, the it appears from the condelien that the bond was given and a yen indem nety, for ne obligation at in lurans for a specific thing. 1 B+ \$ 638. e west at it in at to be done even by a themas performance must be pleaded specially according to the proceeding, dictindical is when the act, if done by cov. himself, muis be do pleaded. 2 Hell 139. (to 2) 339. ba. 1 Thou 1.5 Com 12. Est 300 If the deft pleads non damificated where the plea i proper, a replication consisting of a general allegation of duminication is ill. It must though special damnification " de g2. 124 / xu 83. 1) ca 444. It The Muliff not darunified, replication that plantiff hasbeen damnified without more is ill. for there is no definite and fruit in ifew I such pleadings if allowed would involve every front of law as well as if fact which the case might incilve. I special breach in the reblecules is necessary I to as the plaintiff undertaked to show the dannification he me is show in what it consists.

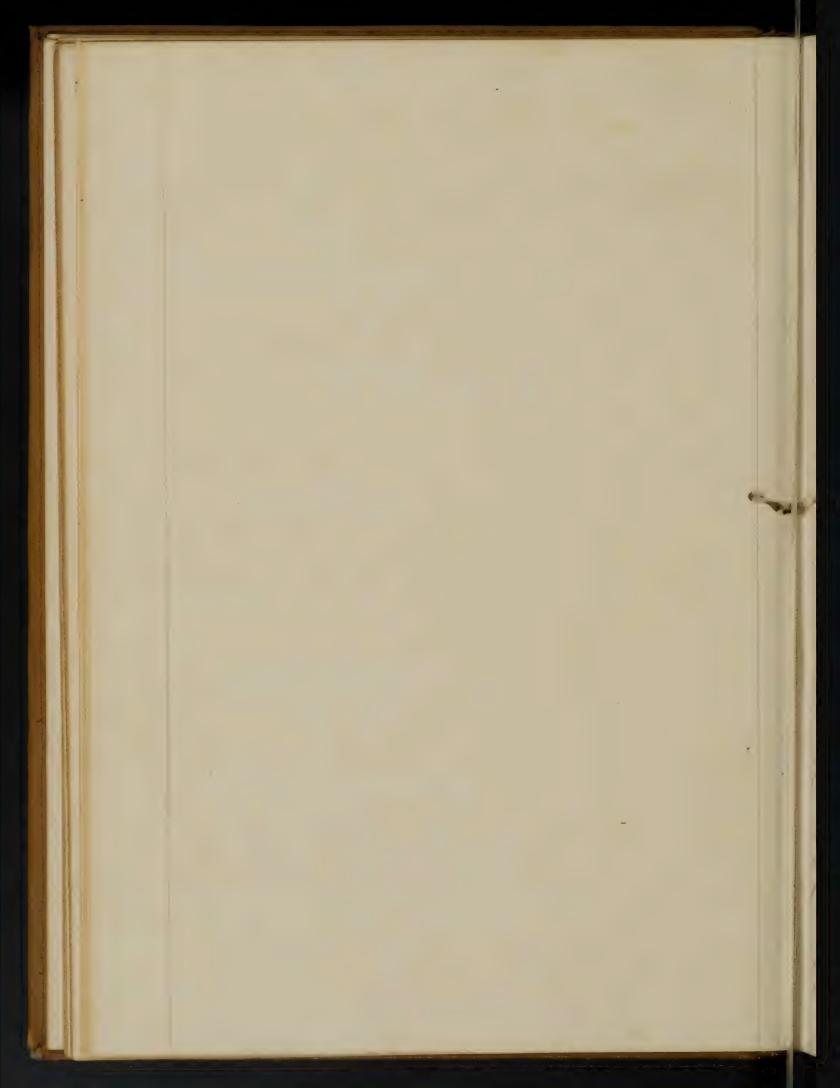












The action of Account

This is an action founded upon an express or emplied contract that one who has received the properly of another to account for well render his account for it. If he does not render it this action liess if he has rendered it, he is tiable for the balance in Ander Assumption.

I liet at Ch. only agt Guardians in secage. Carliff the courses 1 Buc 16. C. Let 172 a. go. C. a. 2 Coll 161. 197. Wast to 23%, 1 Law, n.p. 2 Com 12. avet a. It lies between joint Murchants they being received for rach other Walden 48.

Thy At 4 Unn the action of extended in facer of one It. tenant remembers in Common as the other as Bailiff. We fore this It. the action buy not in these cases. I in J. E. S. 172 a.

selves only; not for or is their tox! it being founded on such privily that on party was supposed consent of the others distrusements of receipts, binds used acet, to be Lit. 19.6, 1 But 110. 2 hest 1104.

The not against them Could got, Come acces : 2 hot not well this roadly, law Merchant

The M. Mest 2. (13 Edust) 23 Com " tolender the action generally to Ex! mu the case of Guardians. Butiffs & Receivers also to Ex? I Ex! I warmed I But 19, be sit sy. 6.

The St. 14 Urn extended it or Ext. I dam! of Great and Suitely, street in Common as well with the beneath themselves! I sacry 3 2 164, we that it new first generally for or ay wint the personal representatives of the original parties

activithe deft, is charged in the weberation asbuilty or receiver, or both time (2 and Ezimu. File 116

(Istendion between Builiff lecence. Juliff is an arent o lever who had received the property of any Kend of another to improve I make profit of it for the owner the country, who is intilled to an allow were or wages for his read on able expen ded, lo Lit 192. 11. Isweliff, must acc. for profils which he had made to for those which he might have made by reasonable in undly Co ict 11% a. C. m. incol a. 3. 1 Bucy, times 2" 2 'out 187.8. I Received it one who had received menugeto the use of unother, Merely le render un account fre it. Juhr had no allerouse for het truble lo dely a. I delling 2 hout 187, 8. trand and a 11 Ed. I receive money due on a bond to 10 on the rent of 135 estato which from an express agreement that he shall have an allow unce. Is he not still a receiver freed the rule that he had no allow were snewn any thing more than that the Low your him none (Sin' lecever had no allowance & it not bound to account if a profits in it is not his duty to employ the mency for the perpose making heefelt, Edecation and belower ft. Hercht: o deleven them the deft had no allowance I account for justed bodit 142.011 cell 119 1 But 19. 21. 1 com gs. 1 com 2 clect. 6 10.13. Therefore a leff count be changed as a received of he were he would lose his willowne, bu E. 172. a. 1 Suc 14. . His rolin being duraded on privily leed not in out of lest time wet by, except in fun of the Ming in long tund (o dit 19:19 go. 6. 1160 39. 11. Muli Infunts Allant 430. 1 cett 1189 2 ben 2 go 342. I come recet. a. 2. Moutello. Kre 6229 60 Sit 84. I there are 3 or more partners in trade; acot does not be ut , law toudinst their week The remady mut be in Egy to prevent a multiplicely of Level 2 (AVITTEG. 20 Day 492. In declaring as builiff or receiver. Hainliff states that he delivered such property to deft as builiff to a that deft refused to render his rendenable week to gettien with his damaged Voods

Said that acc! led not for a home culain as if a lelion \$100 le Blotrade with ford, he shall not have and for the \$100 les the the profets 1 Buc 19. Cond 1 and a. 3. Should not the rule be that for a fun outain one aun't be charged and brieff. He man be harged as receiver a wink I Com (2 acct a. 3. otation acct lies ugt a Theriff for a sum certain received on ext. Hote 206. Do for money received by a on a bond to 33. To generally where one received menes to the nest of unother to render an acct. action will be it seems for an acct of the money received to Let 192, a. 1 Bacyon, Com Dant a 4. Alte 116.8. 1 Poll. 111 Lecided that accel well be for a deen column this 163 Rod lies by 13 there plot, must declare if when the money was i cound to let. 172 a 1 dell 120, "Thets. 118. 1 Com Dellect at 11. Indel offer is in all these cased our current. " Will of I delin many to it to deliver los for my use ed deliced it, of could have acet, who I you he is not privey to the ude I bem D Cleet, (D. 16 Roll 118.8. Sed years will not bei, but trover; determe, or afi! on the cont! I bail! will be I Come a cool a. I Bac 14. 1 Rell 110: for he does not received them to wiet, or or improve "To it doed not be against a differ son for the profils; a this rection is founded in coult : can acot. 12 3 Len 24. celion is the deputy, for want of priviles, but the 19 ft new 1 com . B.g 1 Roll 118.20. Fresh 119. mude builiff he is sed hiable to weet the he is sufficient in capa ble of a coverting bount Duch D.1. 1Buc 17 1 Roll 119 tout 11. 6. 2.1 1/2. u.

for who receives forefredy of another makes an express,

formise to doo! this action or a special up. will be I bac 10,

I salk y back sq. Tale 164.384 & sp gb y, water 13q,

I salk y back sq. Tale 164.384 & sp gb y, water 13q,

Not travel into the feationians of the aco! but confine humself, to the

damages he had sustained be def! not accounting Esp gy. Salk 1q. lasth

3q. (2a / Buc 20) (Sees a recovery in the wetern of aft that but a sub
so went action of doot. I thenk it does

acet plantiff has hes election to bring an action of acet or an action on the dear 1 Bow 214, 35. 2 The

him, for the uce! is founded in privily bom (I acot. to

Mode of Proceeding in this action

the first que Compulet, that the deft weet (ludders we then appointed before where the west is land 1 Webs 49, 1 see 21, 1 Med 42 16 cm g. 1 Com West (2.0. 15.

deft is bound to acct (ce to under un word) One the 2' before the (tuited is he is to acct to accertain what if any there is due to the plumbif i ren Connt, by It to the deft.

I de fore (laddet in land the one of commen right entitled to listife, they may also be one of be required to testify I in rejudat may be imprisoned by the ladders lett they will under

It the def! rejuded to allino before the Undelows, or to produce his week. the Clusters must award to plaintiff his whole demand. In England the court do is I bond & week (-11). One to soo Elles up for the welver does not admit it can findly damages by wing

award it & judgment goes for him to recover dumages us well as cotts 2 Le 150. Not so in Congland except in Chy. I Buc 10.

contradiction. It is competent for the deft to plead to the action any thing which shows that he is not bound to act

Them Dack & 4. I Bac 20.

is a good plea in bar. A Bax 88. Crate \$2. 1 Roll 123. 4 Bac 85. (do 20 So an award of cerbetralors, if deft should be acquilled is a good bar. 4 Bac 85. Cro. 6.82. o't operates as a reliase,

Head that deft. received the money to deliver to I I that he head delivered it, is good I been acct b. s. 1 that 192, 10. 10. 120, 136.7. bro & 830 of this 114. What shows that he never meant to acct. When so a more backer these pleas all go to show that he ought not be acct. I tryo go in bar to the action. But a plea that the deft had made in fing ment or subspection of the money due is not good in bar. for he is bound to acct! I True 20. I that 123.4.

I hat del has fully accomplied is a good plea in bear 21001113 them weet &. On this plea def! can't go into the weet but, must prove the fact I Root 425. Und if the fact is provide to be full in any thing material there must of conclude be judg much your completed.

I But if deft. thous that he has been one liable to acc! no special ilea in lar of the action is good accept." willy accounted" in a reliade or discharge. I Come of the was once bound to acc! I had not pleader before duditors: for if he was once bound to acc! I had not accepted, nor been discharged of the duly he must be liable to accept this not accepted, this not as the case may be to a final recovery "tully a complete" release to "must be impleated, in the good of the duly he must be liable to a feel that the impleading it will be to a final recovery in the formal in denial of the delication but in acciding

the face the duddent the factics may plead your if sue in law or fact. The your is then to be corried bucks to the Court of there tried time acces. It, I that qq. 117. be to the 806. I There 21. Du. If the face was "nothing in area" (Does the rule extend to any other if we in fact them a special one? I should think not. This rule as to offer in fact if joined before the duddent where tried by them

Whatever can be pleaded in bar of the acts must be to pleaded 4, not before the endedown I dean 214. I But 21. I Com 93. 311d 13. 181. 113. (1. 8 12.114. Third is to word trouble & charge to the parties Ste 411. 311 de 113.

that had been pleaded in Court before nothing which impurges the judg! you computed 3001,114.

"Therefore the pleas never bear "It to "release" "fully we complete" con we are in discharge are not good before unditors, to "3". "211 do 113. 2 (1 ay 115. They are contradictory to the judg! "quod computed" for they dry the liability to west.

thus it is a good des change of a dest lar as it is sometimed, experter good ucot) before the childrens I. where any thing which could not be pleaded in but of the action. but which discount he cupt to not be be eventually liable, the that the property court last, at ven, cost overboard from necessity I coll 124. I have 21. be det 89. a i. been and the III II is sure to low that the good, were taken by Collies without defendants fruit, is by rubble enemies. I But I, a Coll 184. a. Comment finall, is by rubble enemies. I But I, a Coll 184. a. Comment the plan that the plan the p

Sold of engo on credit (it is said as not good accounting unless his commission authorised it, for he had no right oven in this case to sell or credit with! a special commission to that effect . I But so. 21. " mostoo. Their as somewhat relaces. to that effect . I But so.

Weft in accompling is allowed in all lesses occasioned by enwitable accident, enemies, rollingte without his fault. Com act 6.12, Co Lit 89, a. property (on (2) ucet 6 12. Secus of bailiff in his own wrong, as (Difserson fan Infant 1 Louis 214. Com ucet. 6.13. When the would is returned to the court final judy! for the Sum ouvarded. I in Count the feet of the unditor are fruit of the bull of costs are to be fraid at the rendering of the award by the Succepted party 2 Leo 150. Fuditors are not appointed in actions of acct before a Lengle magistrate or minister of law in bonn! he takes the accti himself. The It don't welhouse him to appoint andered Ishort 151 I'm actioned of books which for more them \$17. the Court Fin la unt may appoint auditors & proceed us in action of acct. St Cout 37. Mo appeal lies from the judget given in limity, et on the wound of Undelors in Count. (The congland the action of acct is not to much used the Common remedy is in Chy, Hor in comb of lew in Ginglano. Maintiff, is not entitlite to a discovery of broke papers to non to defin outher 1 Bau 10. 3. BE 1437. 49.81. Walton 228. (At of Count had given cludeters witually all the powers of tony in those respects, he may apply for releif to the Court 1 Bac. 21. (In award may be det udide if Auditors exceed their commission or mustake on their own principles, that the suite or I way mistake now their acon prospected the law on given facts In Count objection to the would are mude by way of remonstrance in writing the Court well not generally enquire

Into the facts, but for mistakes, in law appearing on the Gave of the auditors the aware made be set aside of tieb 353. 100 out 137, 361. 8. 2 : my 116

delors only not of the persons.

Leas in case of corruption or misbehaviour in the Auditors

Action of Webl

According to Sir Apr Black stone delt is a sum of money due by certain technife cont. As by a bond for a determinate of sum, a bill or note, a special bengain 3.36 104. Eigh 172.

Entrado the not for an un certain June 3 H188. Alog 4. a. t.

Now as the plaintiff, may recen life than he sues for, it seems delt will be for an un certain sum in an implier cont' per vided the sum is capable of being extentione. As of A applied for a fice of marchandist speachuses, it in credit without and velle price, debt will never truly be 18. 31 50. 2 Bec 13. (July 6.

a sum capable of being ascertaine (Ling b. 1'16 5 50.

Welt will be then either on simple vent! Specially, judg! a reagning.

Summe. It also but semidimes for a penally tie the proper action

The cection of dobt on Limple conti had been much dis used for 2 caused. Viz. 1" by that species of trial culled wager of law, which wilowed the deft to seven himself not chargeable with he could for our 11 others to swear to the Lawe effect he by that means arguitted himself, of the dibt or other cause of a cection this was deemed equivalent to a verdict 2" it was formerly held that the illustiff, must either receive the quicise seemed and the illustiff, must either receive the quicise seemed and an arthrity of all 3 36 133. 344. We sit 143. Chat

Dut the reager of the law is new absolde ? He 1221 Crough 103 n. 176Bl. 249. 350. Chit 3. 4. 219. 4 so it is the last rule in debt on seinfly cont.

But an action of debt will not be even on an express

Simple cent! against an adm" or Ex; when the contract was made by the lest! because the adme to can't was a his law, not being is it is presuming privage to the test! contracts How 182, 1800 200. Chil. 3:219. y co iy. On 6 135. 187.

And action will be against the maker of a promisory not the here is an express continuation a sum of menas. Salt 125.

But it seems to be a question whether it will be against the endorser is only in the reduce of an insurer of quaranter of the makers note 10 mod

31. Aul 3 221. M. 680. I mon 373. isp 173

red in his own code, or for serviced rendered him, debt will be in 1200, agt him because he makes himself the original debtor 3 3m 1886. (in 8 880, that, but, 220, isp 175 "Contracts"

i debt with not be as promise of must be a special action on the case even yent after will, not be to the ray 140. 193

So also against the accepter of a bill of Machange debt well not the in the accepter as between himself, I the payer is in the nature of a grander or more decidy. Sut the access for till is liable to payer on this action that 23. Exp 173. Hend 152 12 more 343 stat or Sut 320.

implier, between the parties in a suit, cis in penal stat where the penalt, is contained your to the informer, or the partiery griend.

(it is not only admipable but the most people action which can be broth if the 186, Jul 201. 3 a 418. 2 as 203. Course 882. 382 1 hall go a little state is a smeath be a civil action the the It is penalt.

Int this action never lies on the receiving of mere daning it. Int after one time received demanger, he may have dill on the judy! Mul bound - 150 Mbs. Bet od. 213 w 14. 2004 6. 7 03. 4. n. 3 H 158. 165.

Mond where a det! is a judge has been taken in & 2 we is december the time being a sult faction it has been taken in & 2 we is decemed for the time being a sults faction it has been 2482. Eskright 12 A 359 8 do 123. I do 420. has been taken in ext. I is a sept of the defendence of the bedge as the second of t

There the deft has been taken in ext is discharged from judy! orever. The planelift has no remove, 300 de 13, 7 3 % 451. 11 But 216 12.

If goods to the ant of an ext have been taken upon it, delt will not lie on the judge. For which this ext was taken out. Salk 323.2. Mod 214 2 But 355. 1 Hob 551

" Where the plf on a judge lovies goods only suffe to satisfy a part of the ext. an action of delt will be to recover the residue (2) 196. 1 Lev g 2.

from its date, If then judge has been recovered the plaintiff has delay the court sur out a new ext court so, I win it as presuming that the judge is an action on the judge layed so long it as presuming that the judge is sulception that the judge is succeptually the show why the play many house a see faction in

ring, the deft to show why the should not ifice anew. it is then in cumbent on the deft to prove that the judg! had been salesfied in fact one of which a new extrement be obtained, the filly however out to obtained, the filly however out to which with a see, a for it is supposed to be covered to come the fift to practice to much neglect with impunity Cis J. 364. 6 mos 2148 Couth 283.4

not be until after it year I a day for before that hime ext may, be laken out on motion, but this impurpion seems to be erroneous, 12h 637. 3.31 1121. 2 But 14. 6 with 30. 1 seleo. 62h.

Where the full benefit of the judy! can't be obtained by ear; an action of debt will be to judy! is recovered up! an abscarding libber here his process of attrobrains bring the plantiff may bring an action of debt Rub 34.421

judget som anthe State. Here delt wet her at ung terne te se ver Door after judget. All 199

ining an action of delt, for in many cases the will not render in it sufficient to satisfy his day.

In enonume judge with support un action of debt, us well as one not envisions, for the former is equally available to will purposes as the latter until reversed. 7 I'll 458. 3 the 345. 8 C. 142. a. b. Un a vord judge delt well Stot lies

Hales Constitution of the Mates it is determined that full ordered shall be given to the rudy! records tects of other Mates Constitution Utiliale 4 Sec. 1.

delt is but here on a judget in another State. The original cause of action could be original out that the judget in that State is is concluding as the judget of an even State.

Such is Ino men selement them a promissory note, 13. the rule is Ino men selement them a promissory note, 13. the rule established in this state, the judg? I unother state mu be inimuched, the till man plead that the judg! was oftened in a cut; which was resurrous, I Johns 1126. a do sy.

This was formuly the rule in it Suk. But it is now holden in that State it the judget was recovered in unother State, I the dift was summoned tap ream, the judge is concluded, but I the judge was recovered without notice to the delt no action whatever will be were the the cause it action was be shown to be complete & Son, 173. 8.6. 15. sohn 121.

But it is decided now by the Supreme Court of the Ul I that
the judge of any court of and State had the Same valithets, Governethed
if the judge in the State where it was rendered. I brief 486, 310 heat
234. I East 475. 1 an 192. 3 Wils 29%

It was held formuly that debt on a foreign judge would not lie but it is now decided that it will lie, but its validity, solumnity is no more than a simple coult I it is agreed that a foreign judy ment implies a consideration prima face Still the contrary may be implied to the deft who takes the onest probunde I he may allege. It was much allege to was made to have made the many allege.

other ale homever that a foreign judg! may be contradicted that and only as to the judgments of foreign Municipal courts not be those of old mirally: on these are established by the lases of nations

In declaring on a foreign judg! the filly need not declare the original cause duction he is bound only in state the judg! (2 mg). But 17h

The judge of a foreign Mun! court is here examinable or impreschable only where he who claims the benefit applied to on Courts to inforce, for the Ply there voluntarily submits his case to their just diction. But if a foreign runge is pleased as a but is defended it of all conclusive as our own records 276181.410.

(Ray 413. 2 Then 232. Skin 39.

In declaring in debt on a loverige judge to count upon it us a record is incorrect. herewer declaring in this manner, does not viteate it, it is much set aside as surelus ago. On the sthukend "Hut ted recero is no defence he must plead as to the original cause of action (original)

In all cases. On. How money obtained by france, by breach of brust be converting the property of another to ones our used or money pais the mistake, debt will not be but Ina. aff: will 2 the cos o. a ong b. Black debt will be wherever had aff: will holds only I has sums, where there we expert from set to pay money or implied from some cont: or agreet between the padie tox. salve of grows with is with a deft will be debt will be the factor of factor outh or with any biter price debt will be to factor out done to generally when the claim is founded in an actual contract of way have I Holds.

In a road judge, let lies not. Est. on judge oblamoby forme no action his is france in the procuding, as if the service is forged by filly, deft having no notice. If one furstonale another of confests judge in his name to in case from if jurisdictions for the judge, is a multily, Fea in 1/6.8 (and 1/62, bin, all little vacated by 493. 344. Co. 2 314. " "also imprisonment"

in count, in judge obtained by foreign attack! debt it is suis her not write absorating debter remotify the object being) only to draw property out of the hunds of the guesnithen, not out of thest of the debter. It is a procuring in runs. Is ruled in New York in Such a judge rendered in Commit.

the only of survey the on bond or single but the action of debt of the only of survey tops will not be because it is a lower remark, tout britain will not because it is not of that nature? Of the 13. On E. 197. 187. 608. Esp 198.

and latte given for money: for they we informat single bill,

timis.

(I bond or other obligation huy able generally is payable, immediately of or the obligation or det a present debt & it less not provide in future pray! it becomed due instantion! "h. 1'4. Where the condition was that the bond should be void it difte did not pay. 6, & held now pray a breach, it being aclear mistake in the enought . (Dong 1/39. If a bond is given for the specific performance of a coll ulul act, the com law remedy is an actions of debt. But Egy will Sometimes give as a remady the specific performance of the cect. it being secured ad evid an agreet to do the act. 2 Ben 13 cett 198. Four of thy" I'm debt on bond it is said, a recovery muy be had acoud ing the penalty. This is deviating from the form of the inthem ment I the opinions are at variance, but the later openioned mer dy! Derch a recovery . I han 800. 2228. it can ilg. 2 216 588. 2 " cum 106. 1 East 436, 3 et. 604. 3. 12 Che 14gb. 21 Bete 10go. In Count it is helden that damages exceeding the perally may be recovered but they have helds that inst in the penalty may her combutedo 4 12 ay 311. On out to pay a fun cutain, or a hum capable of being escutarion debt lies St. 1989. 1 Rell & 91 If the condition of the bone is that allegar render a fair Gust account of money receive this condition bines him is well to frug, the balance of the meny ast render an acut then, 367. 2 2 2 16 388. there is a cost with a ponetty, the fell may have his election wither to see for examined in cere broken, or to bring, in action of delt for the penalty. Unless it appears that the coule was to have his election either to do the cut i to pas the herealty in such a case an action of debt ha the penalty is the onte rem. edy. Worth 371. Its 533. 2 Illing 2.3. 2 by 508. 1 Be Chy 418. it of a thriff collects money in an it ? Inefected to pay it

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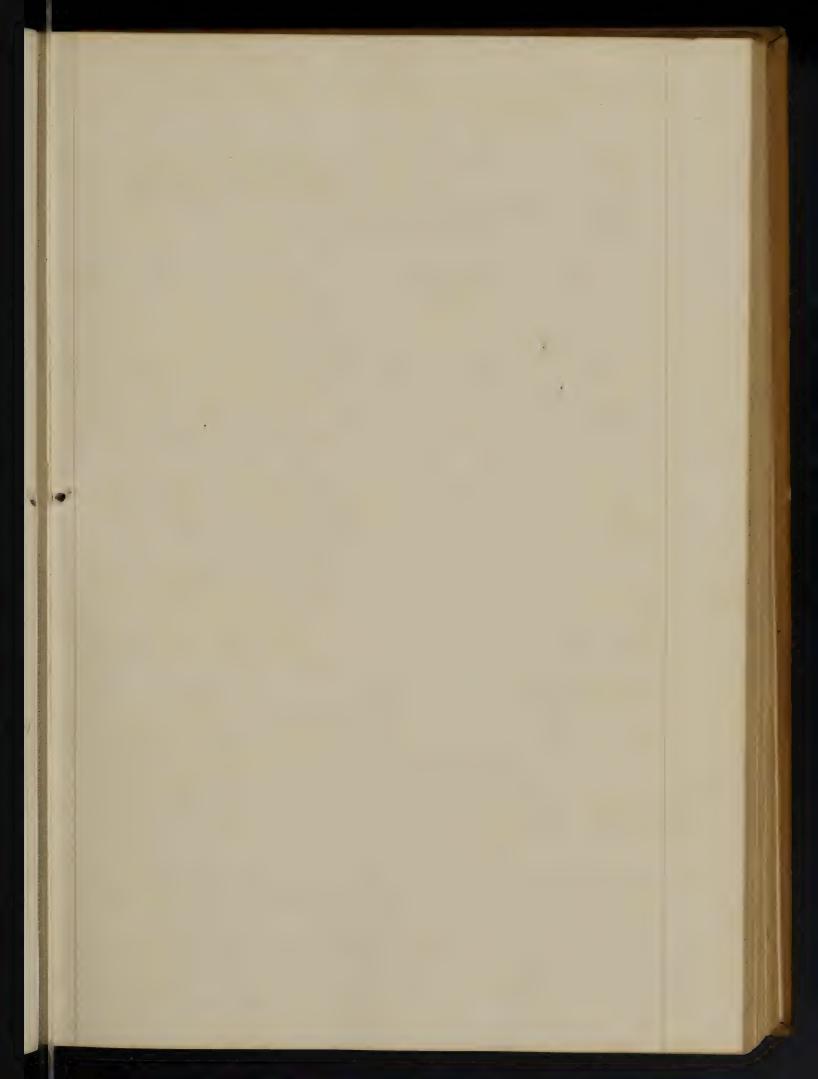
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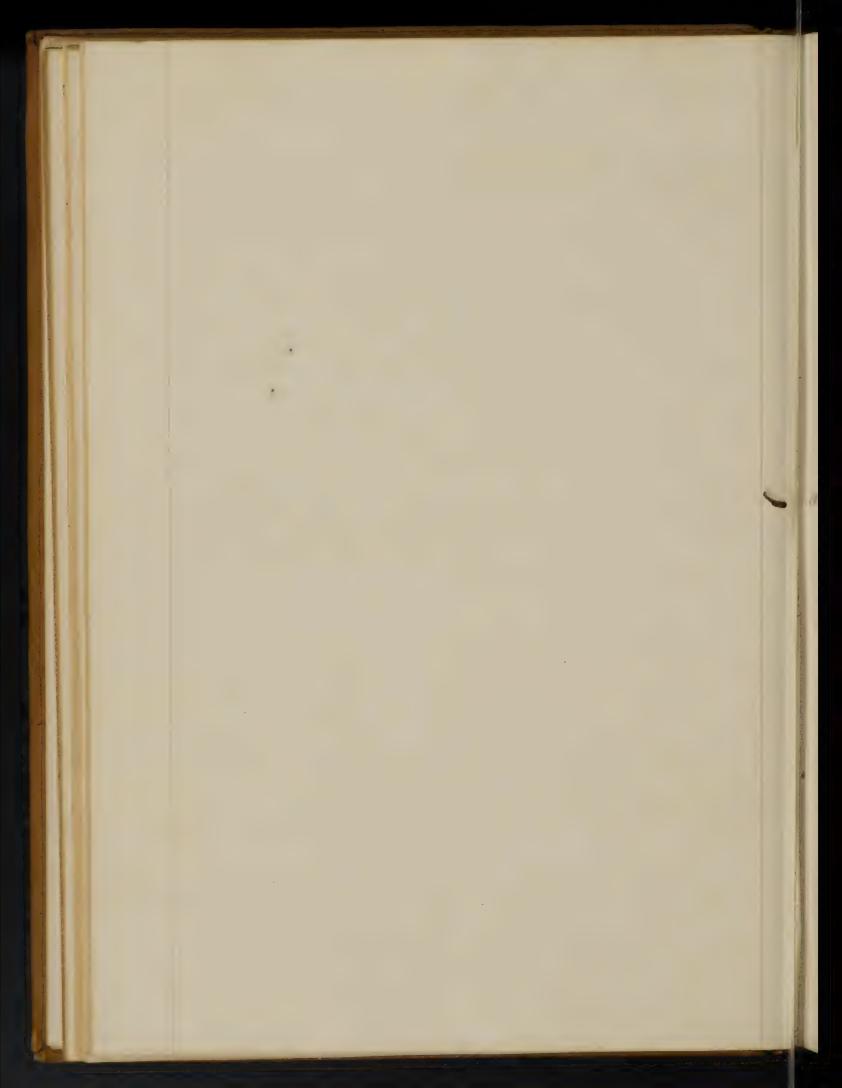
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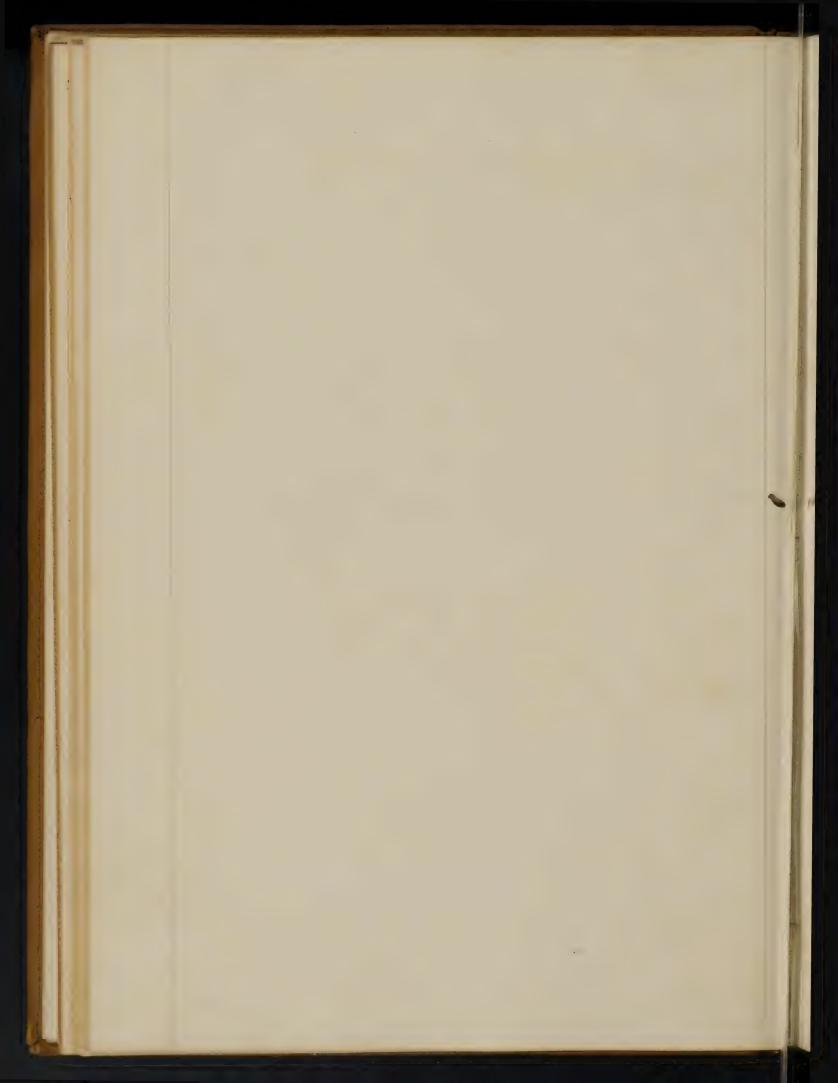
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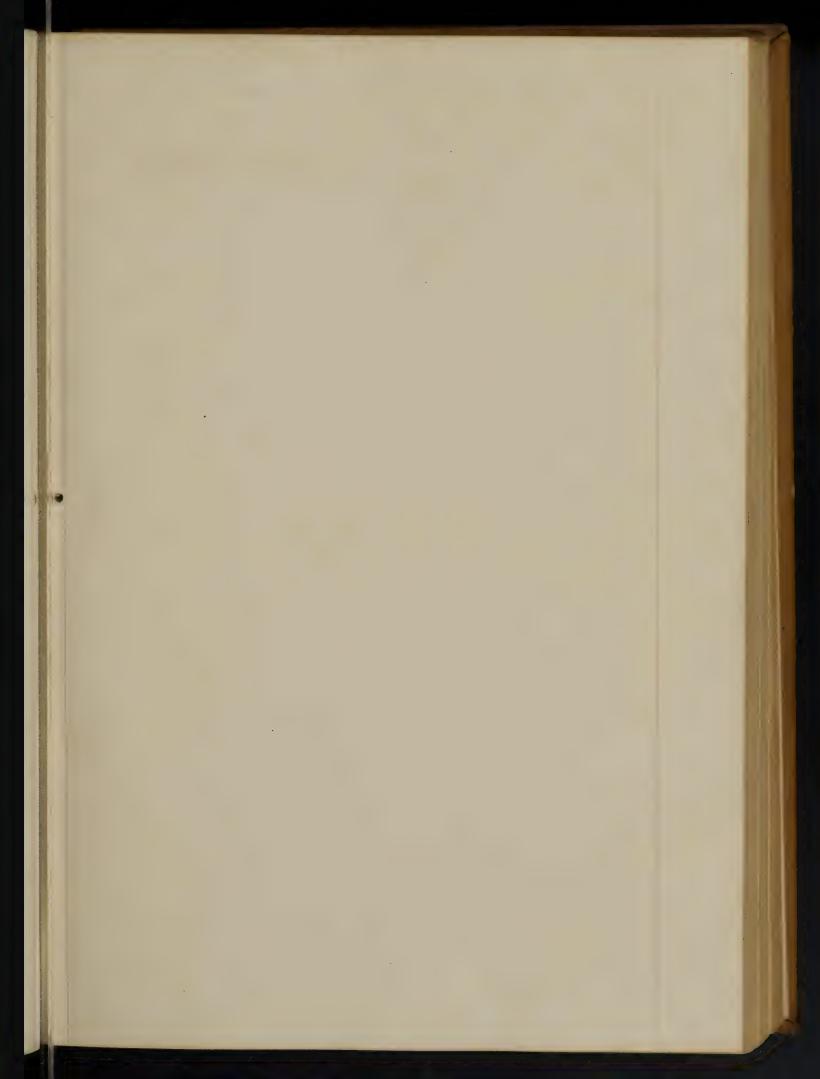
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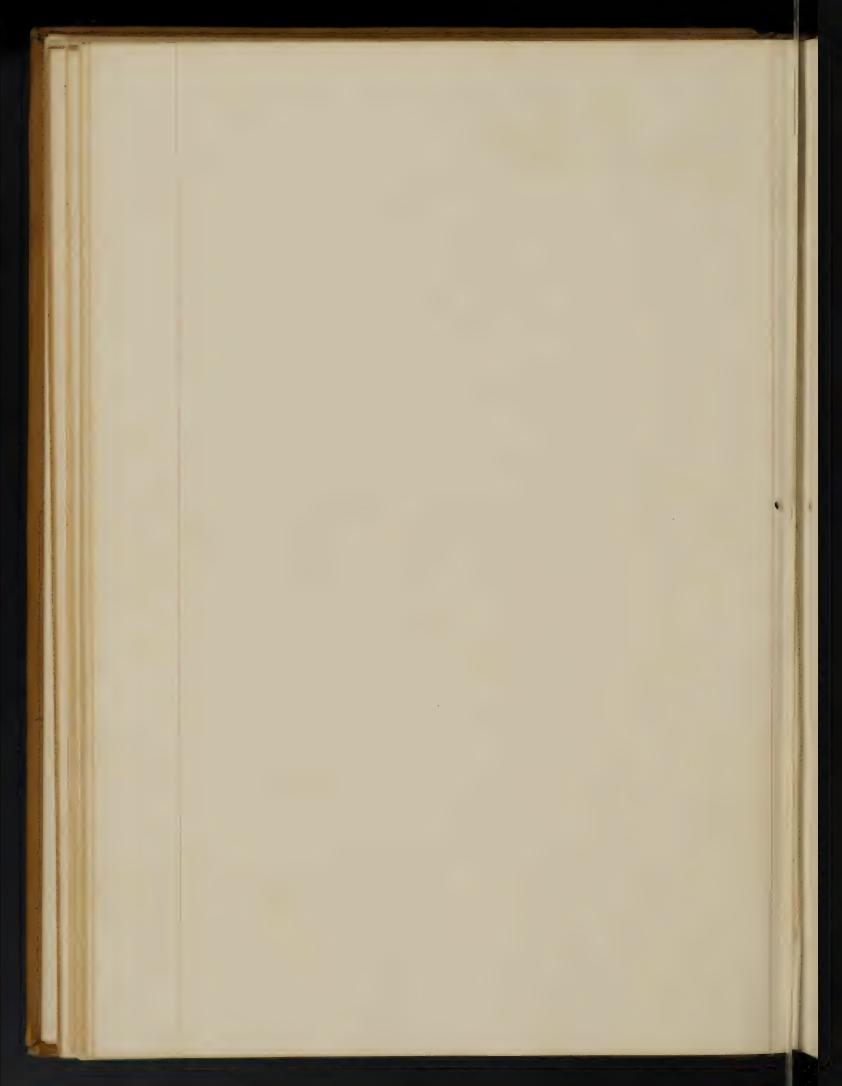
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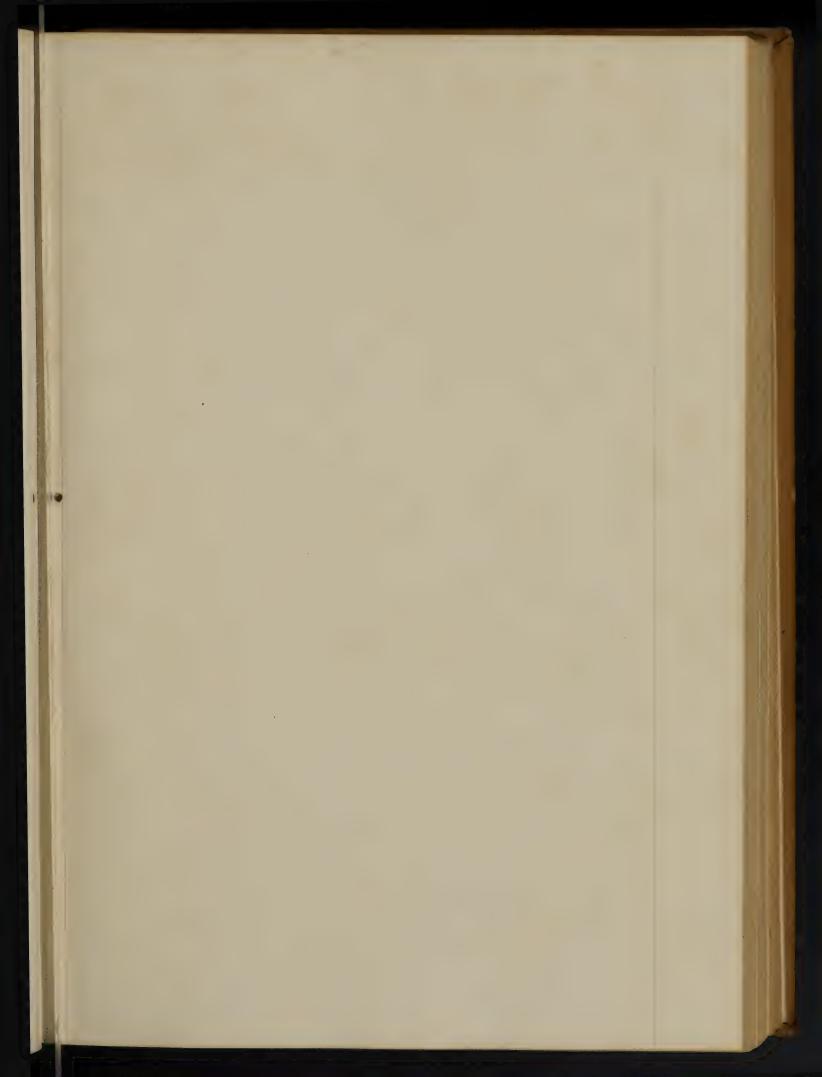
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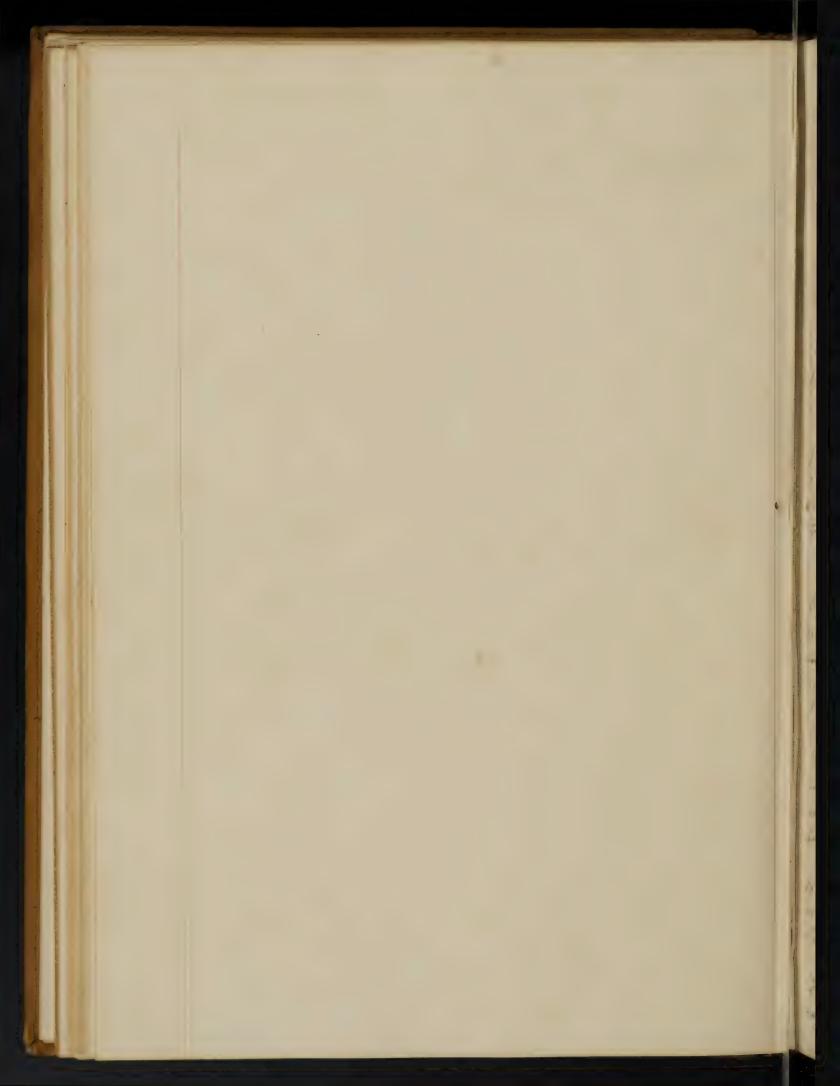
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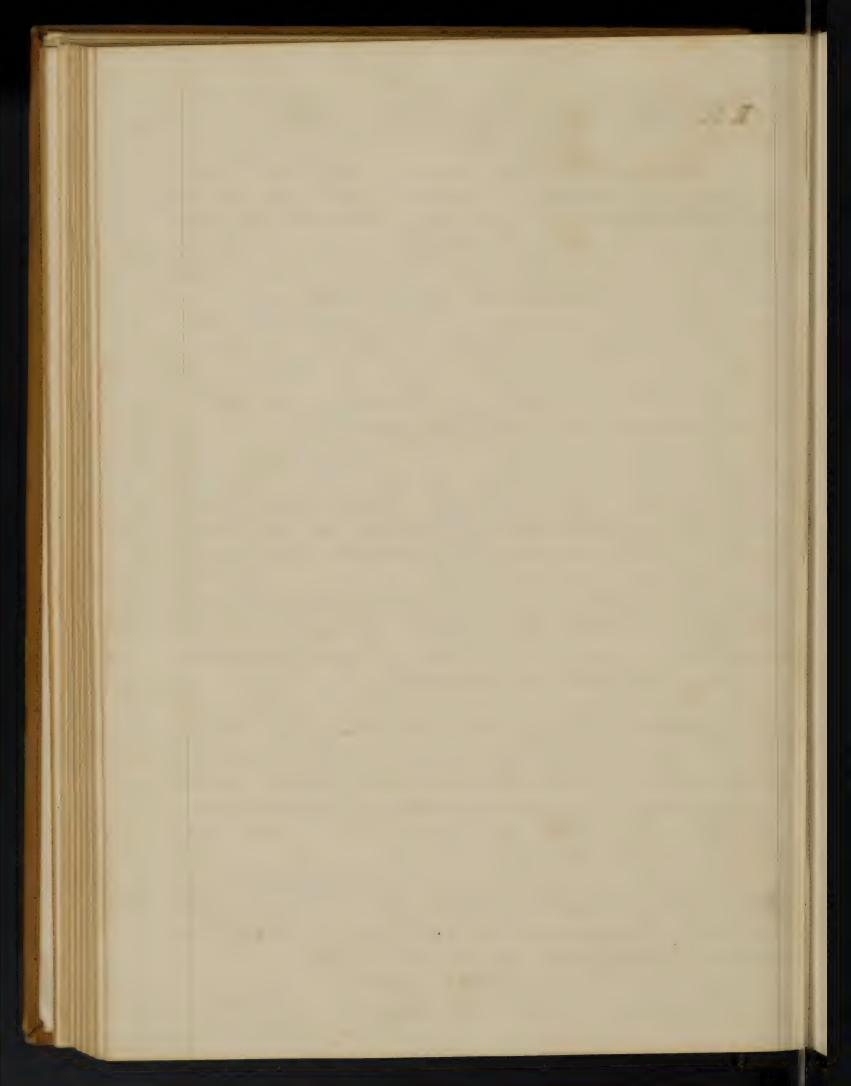
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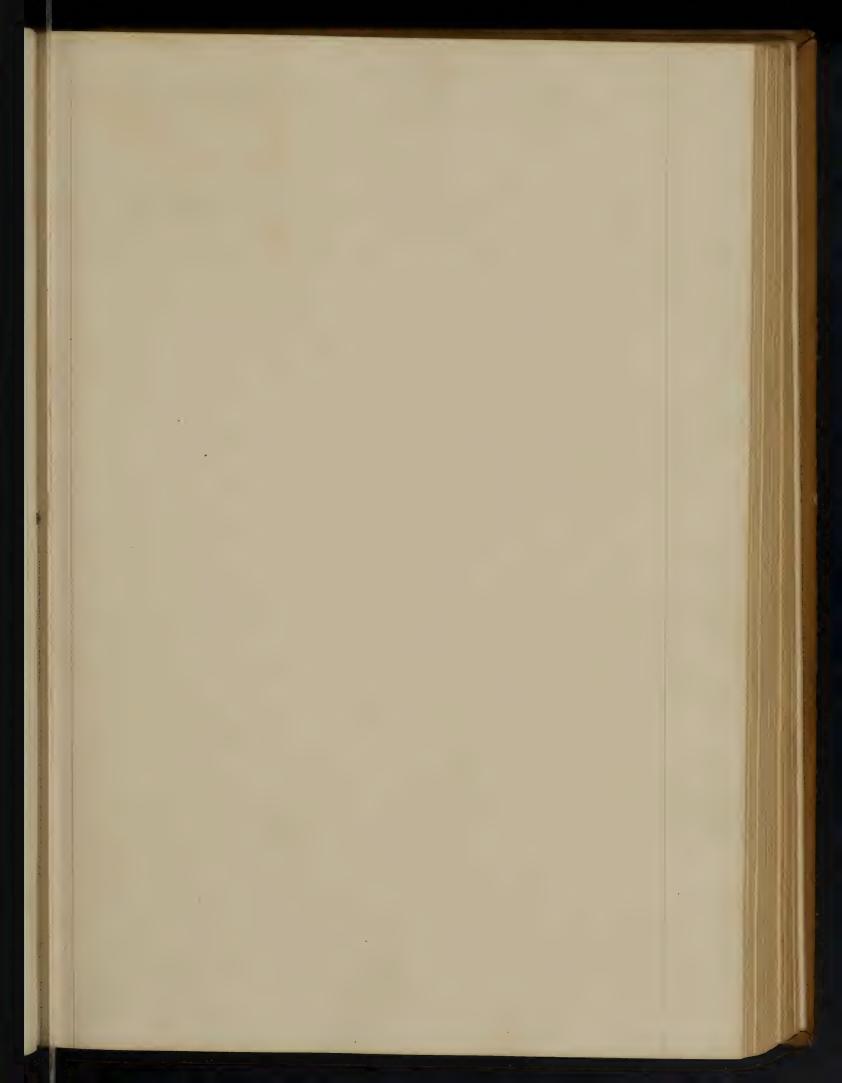
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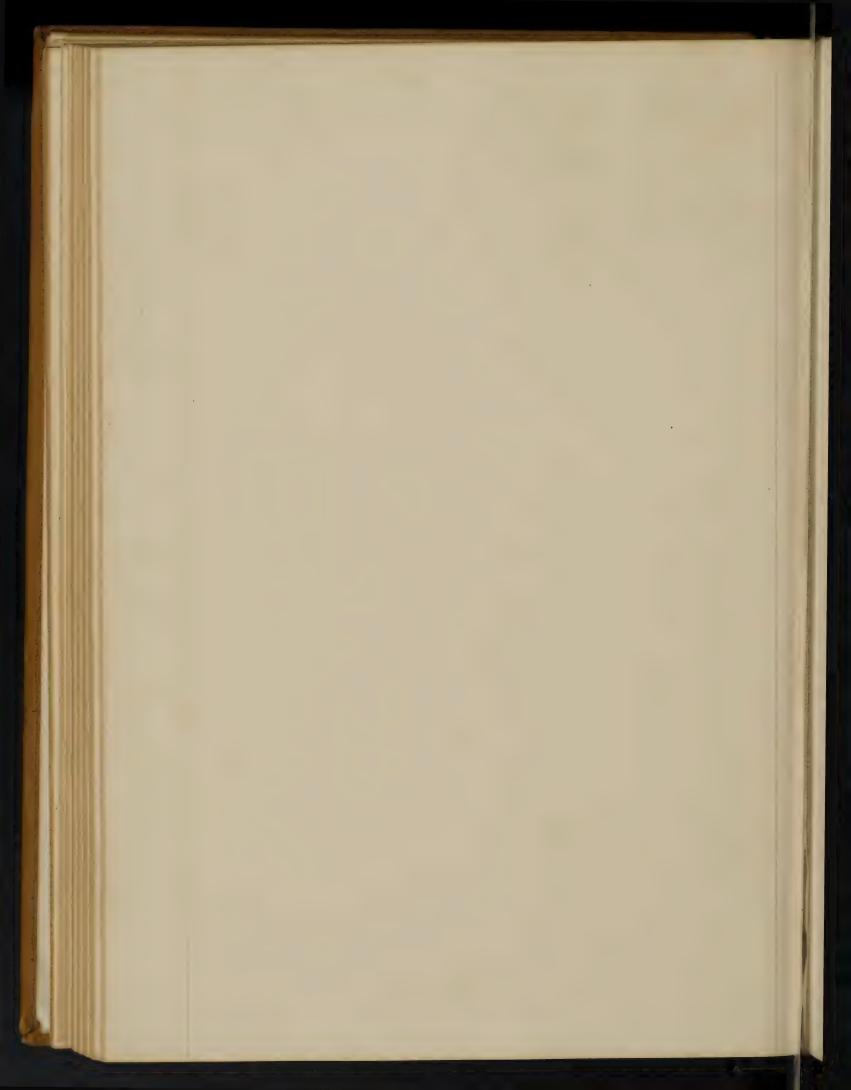
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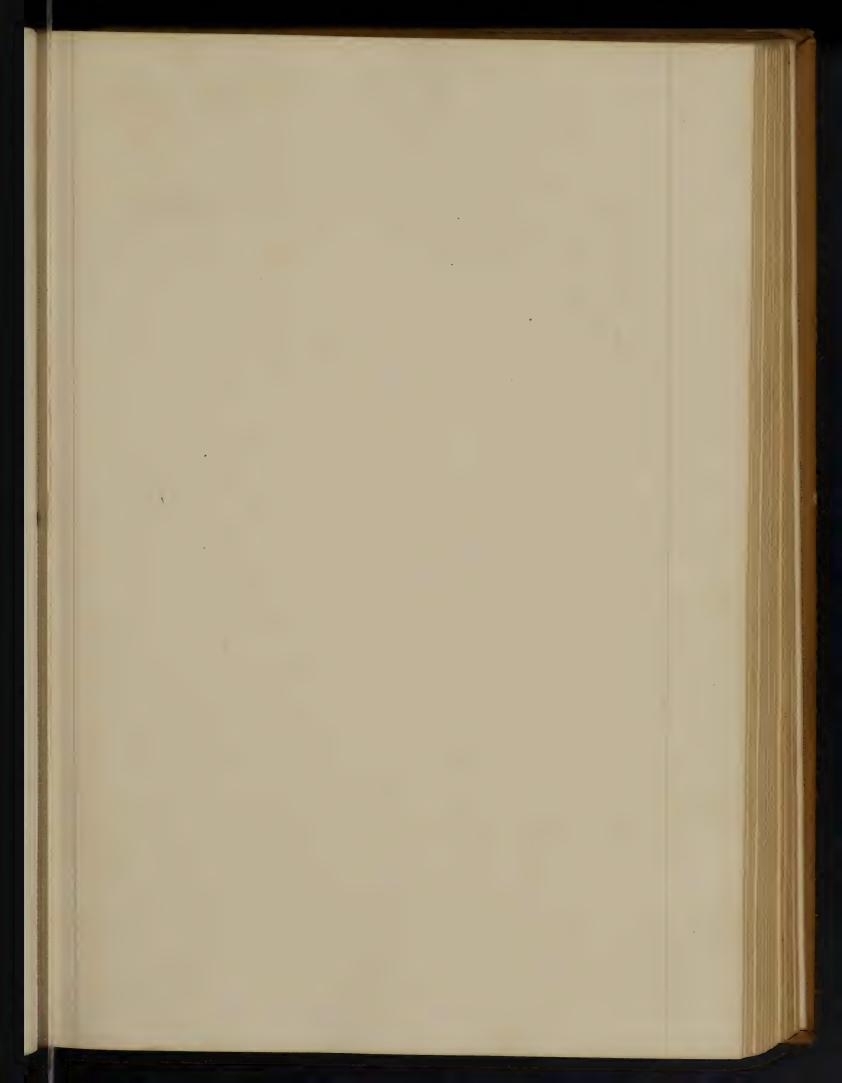
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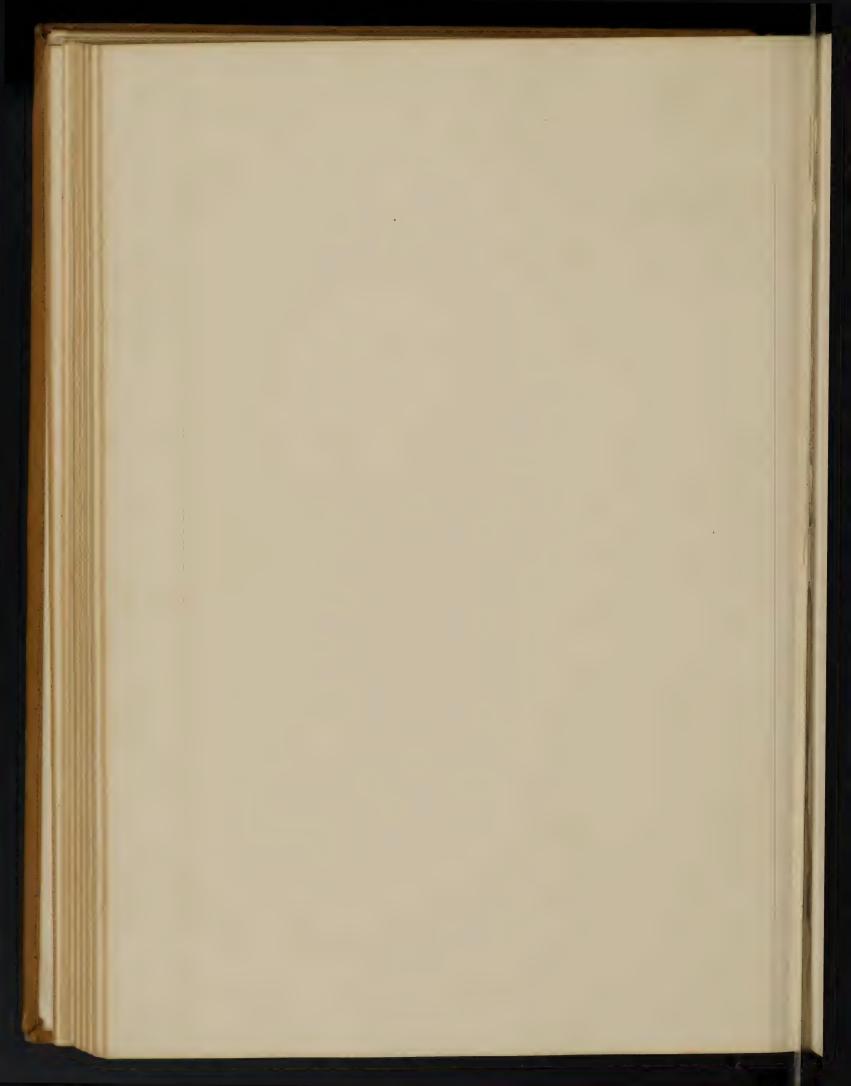
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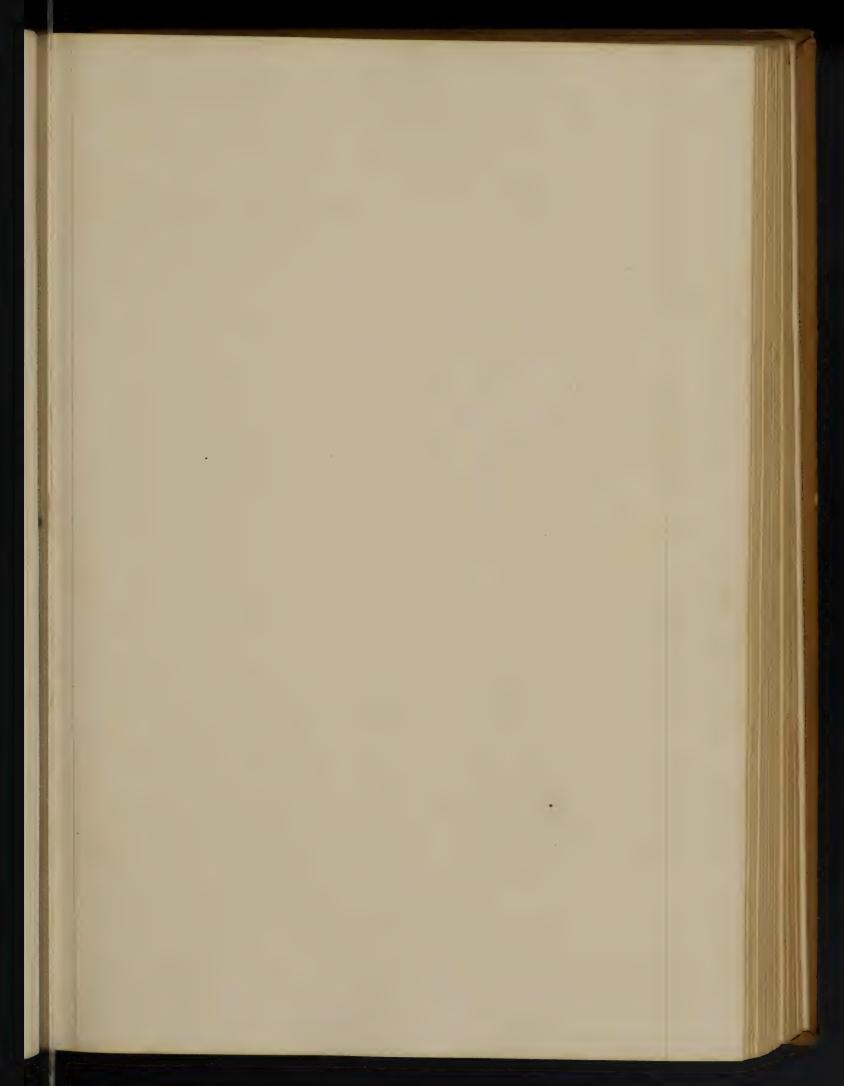


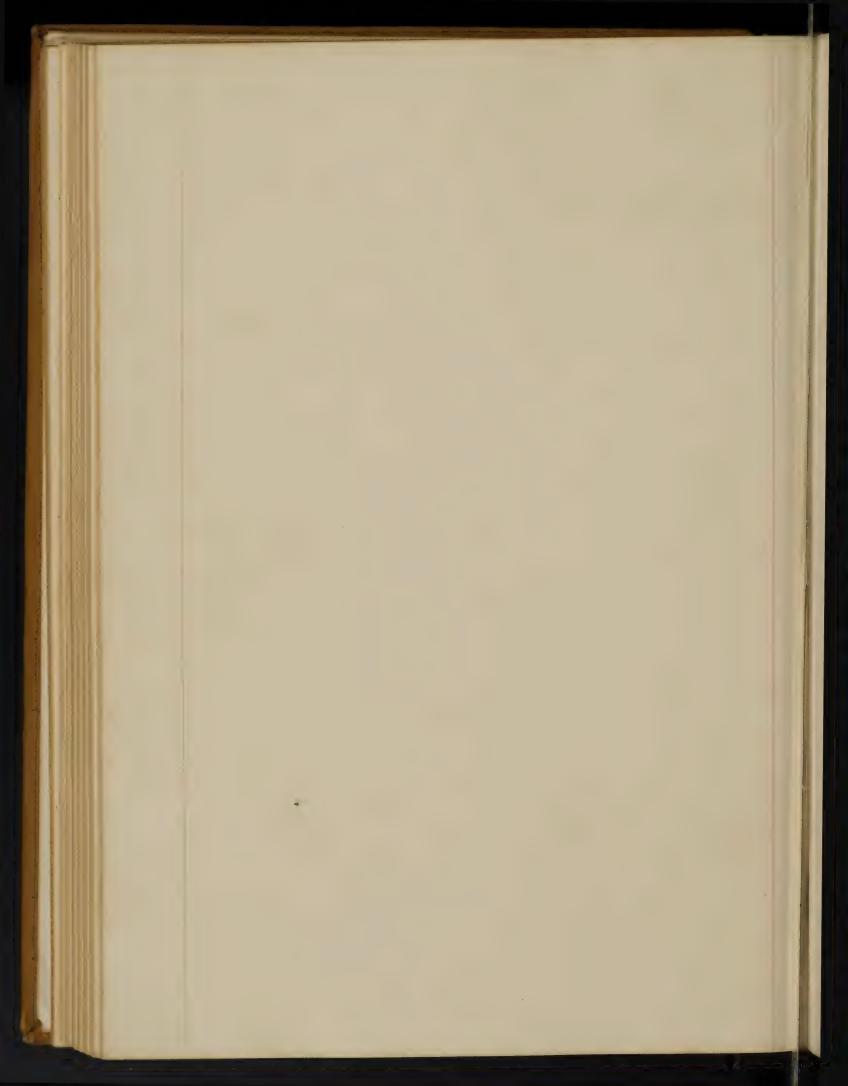


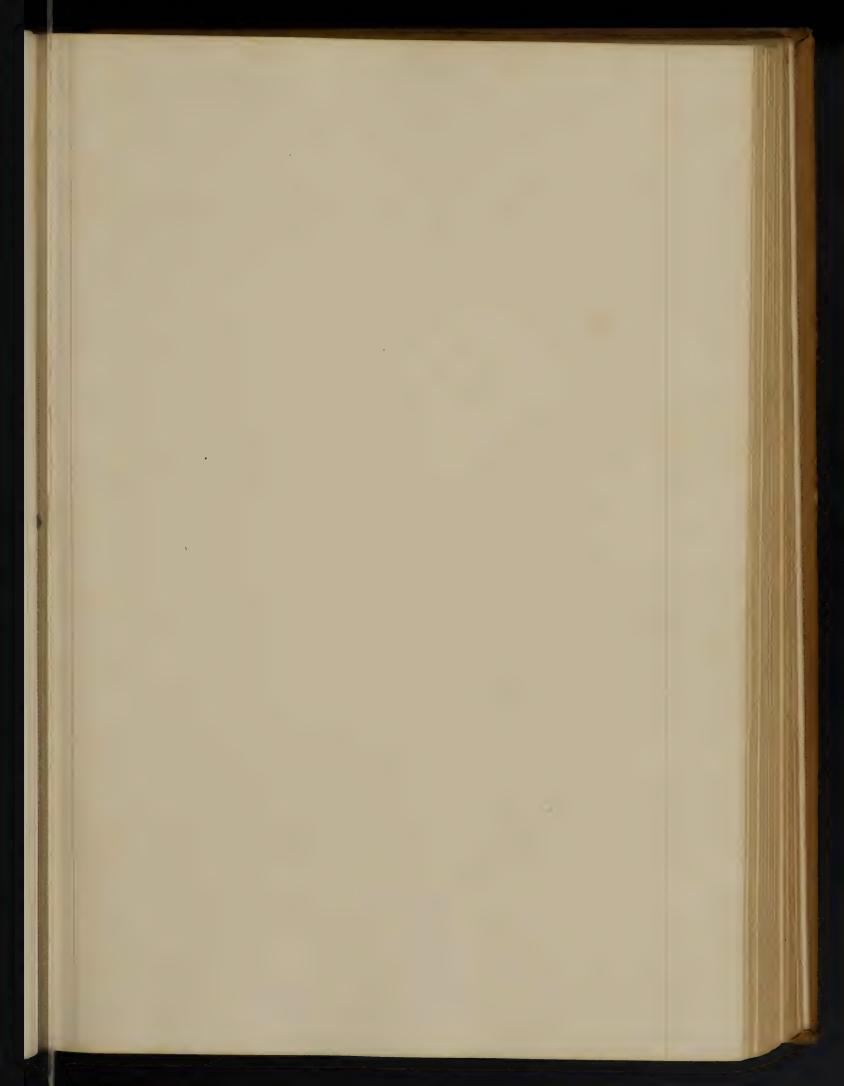


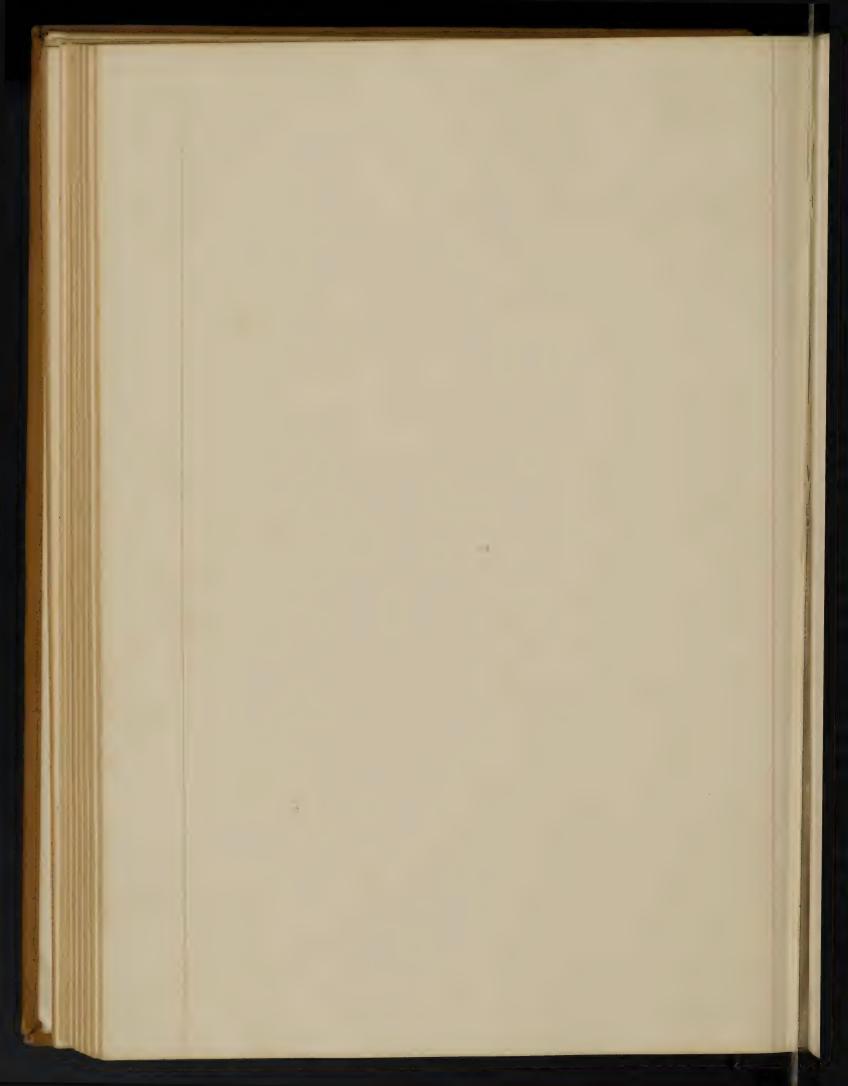


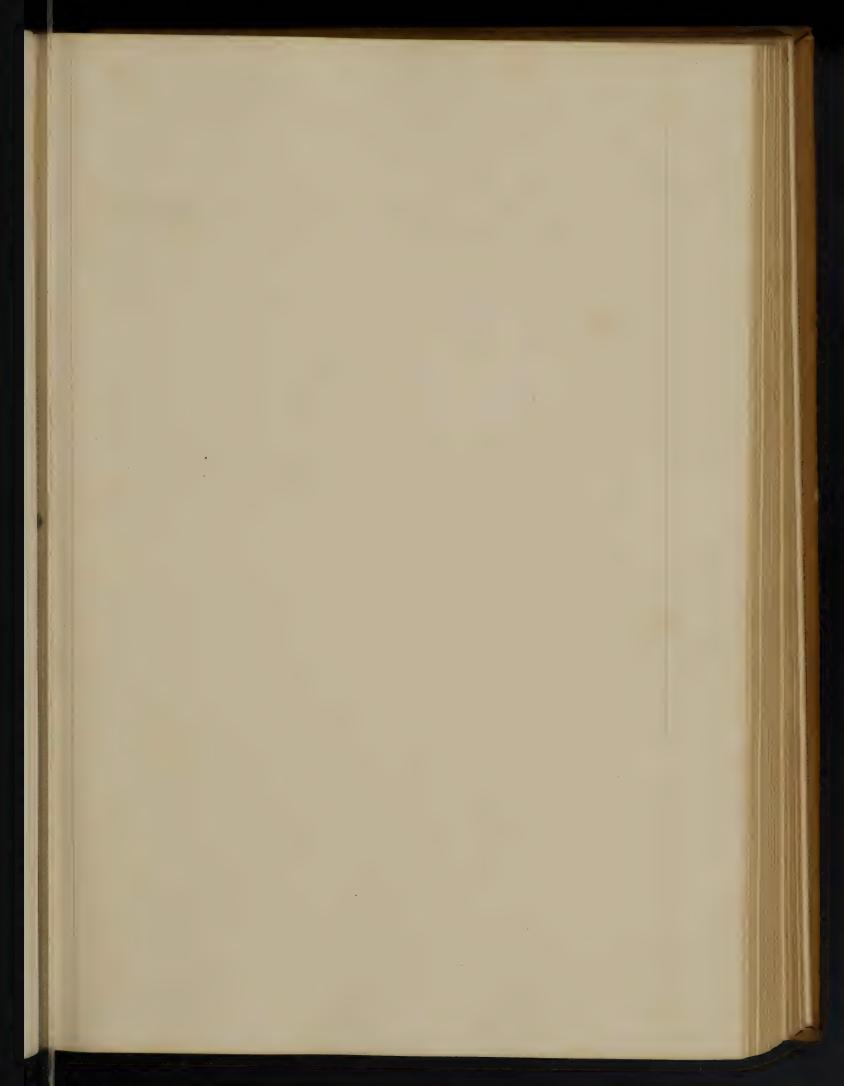


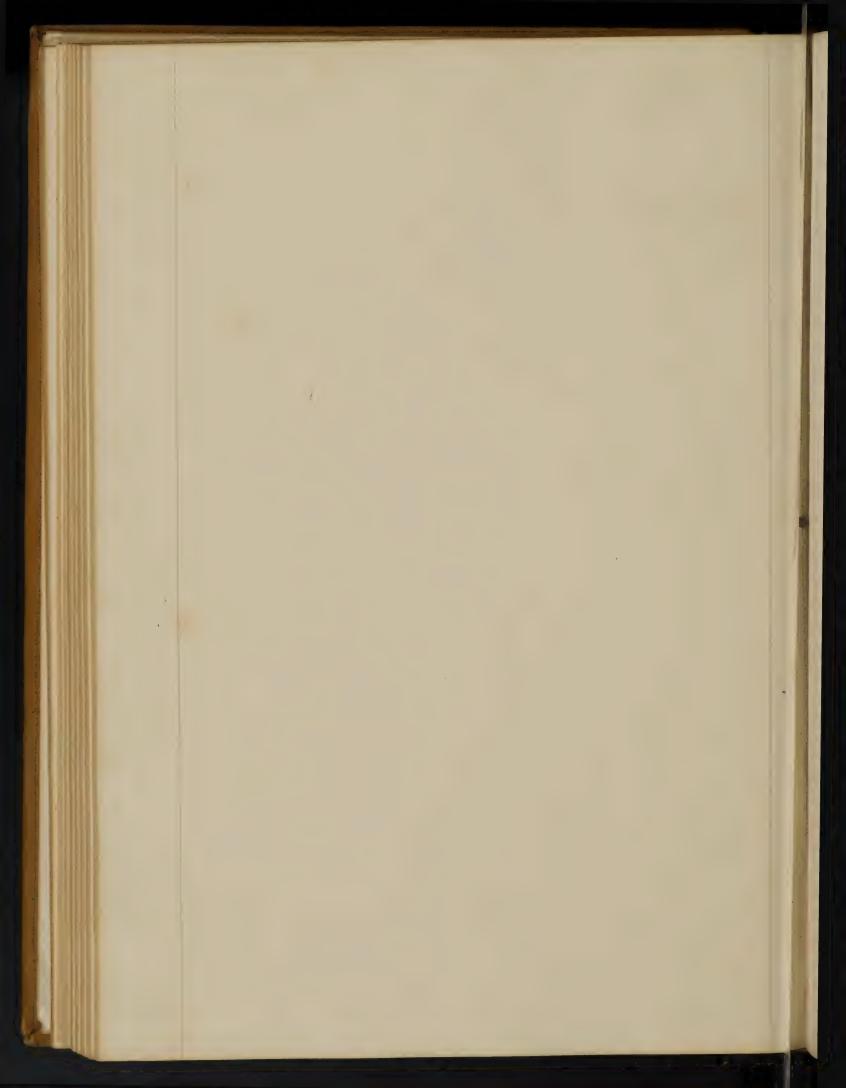


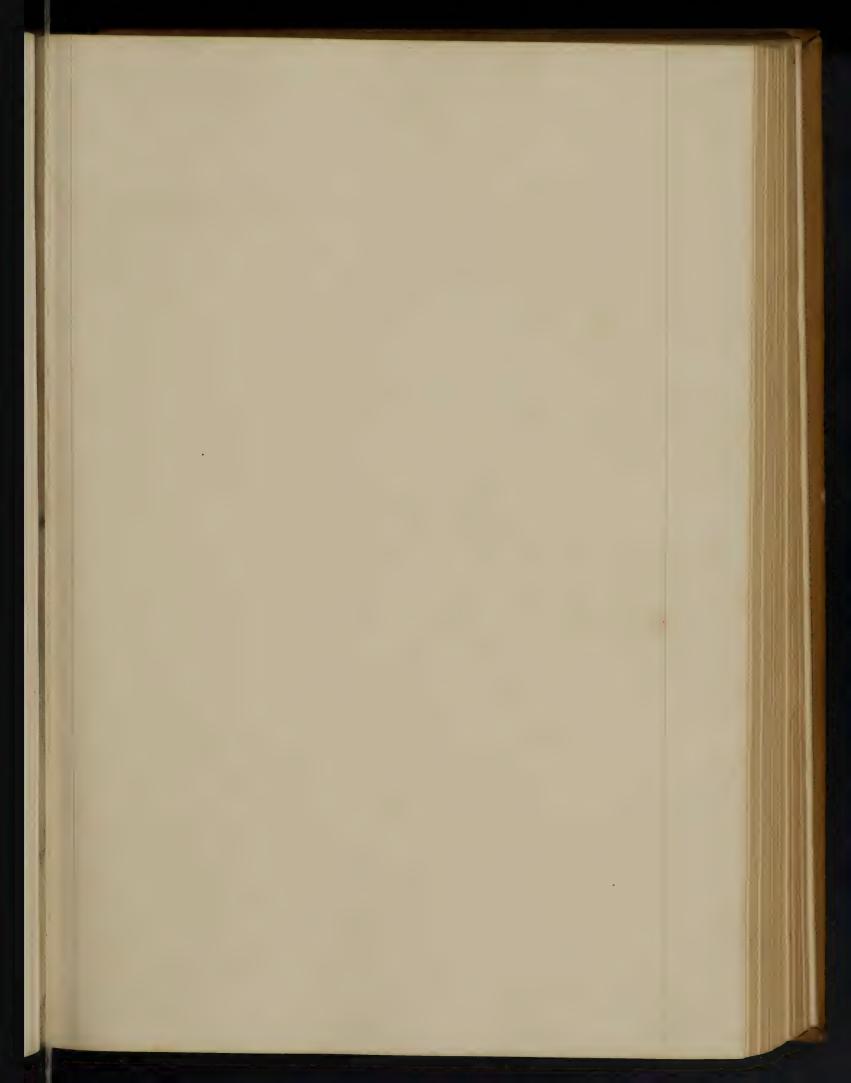


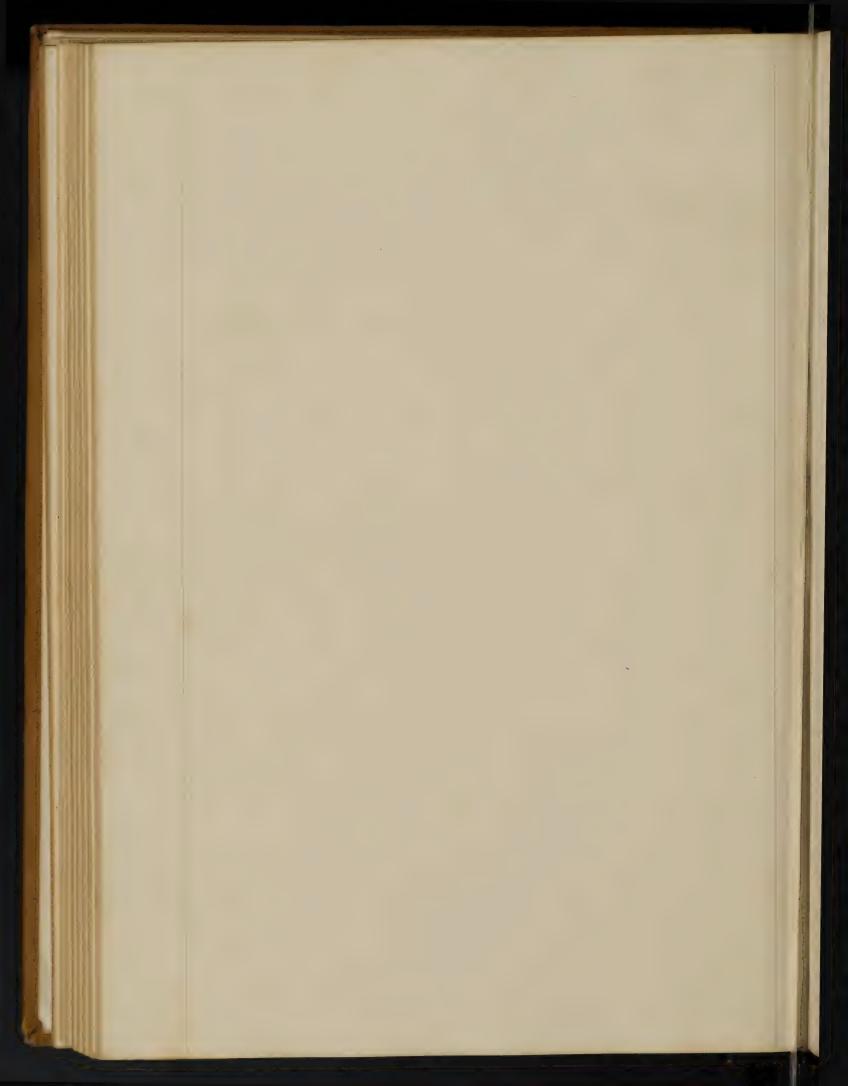


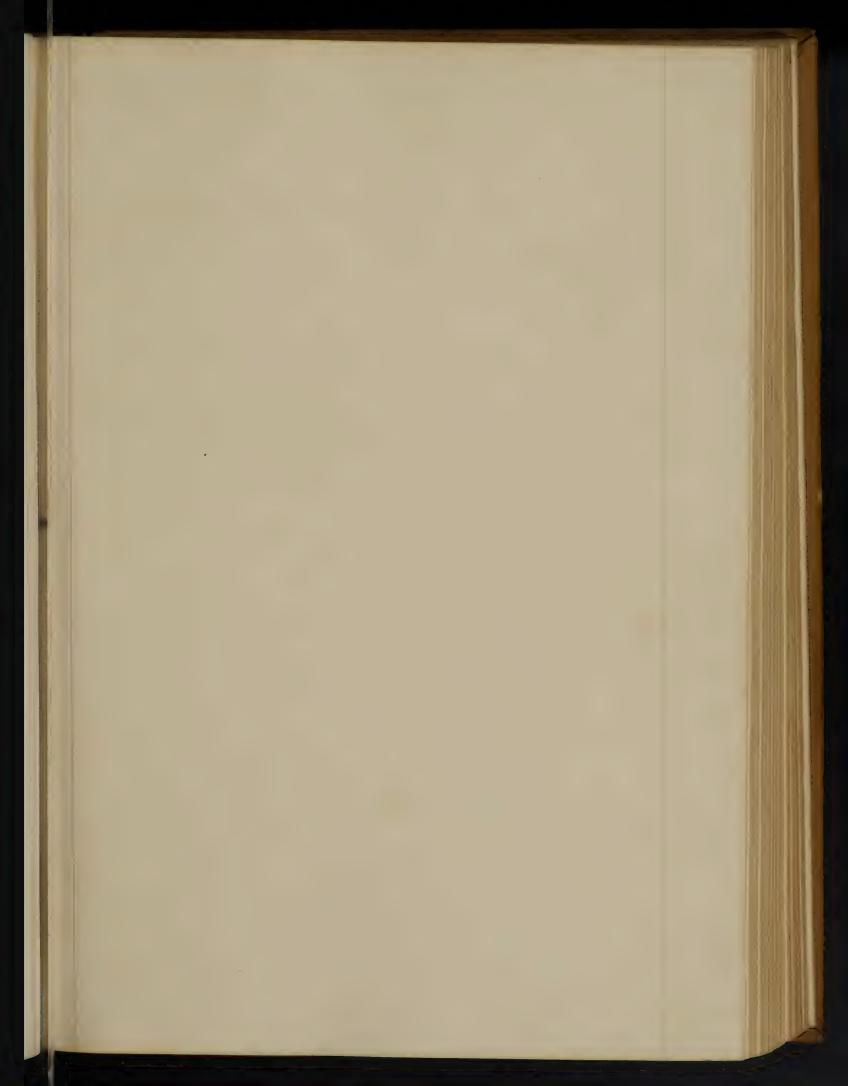


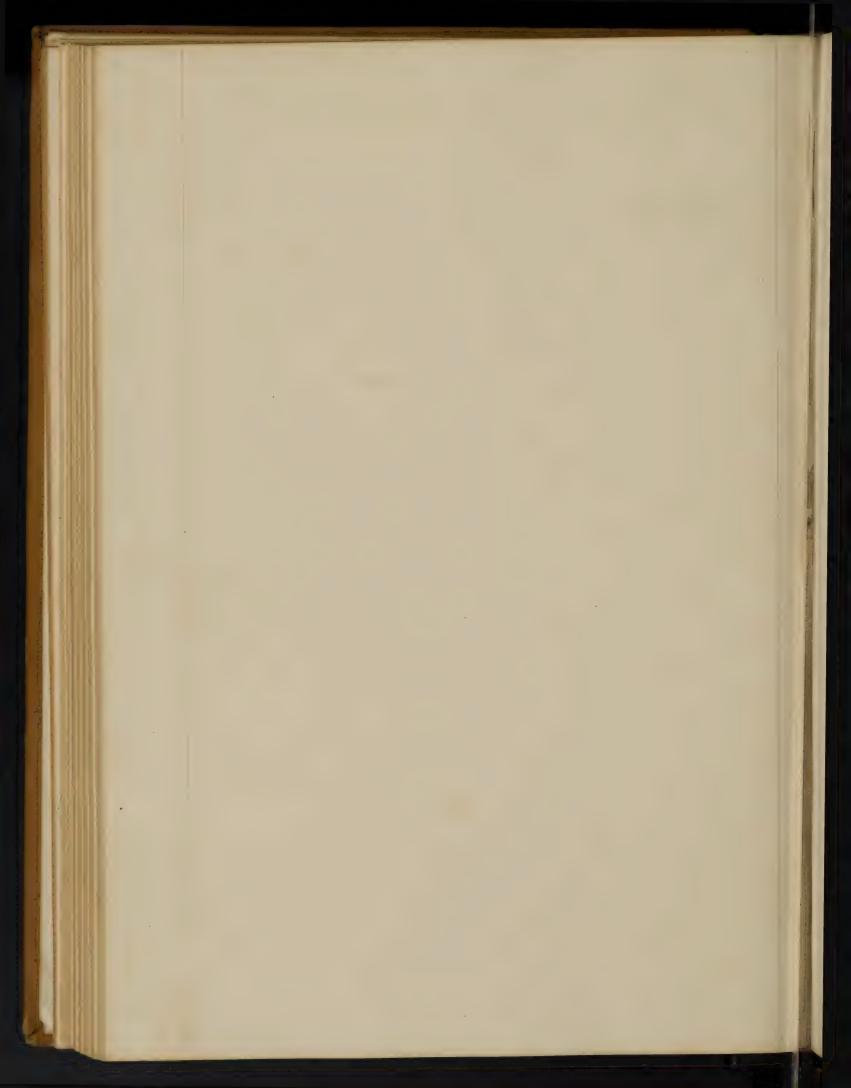


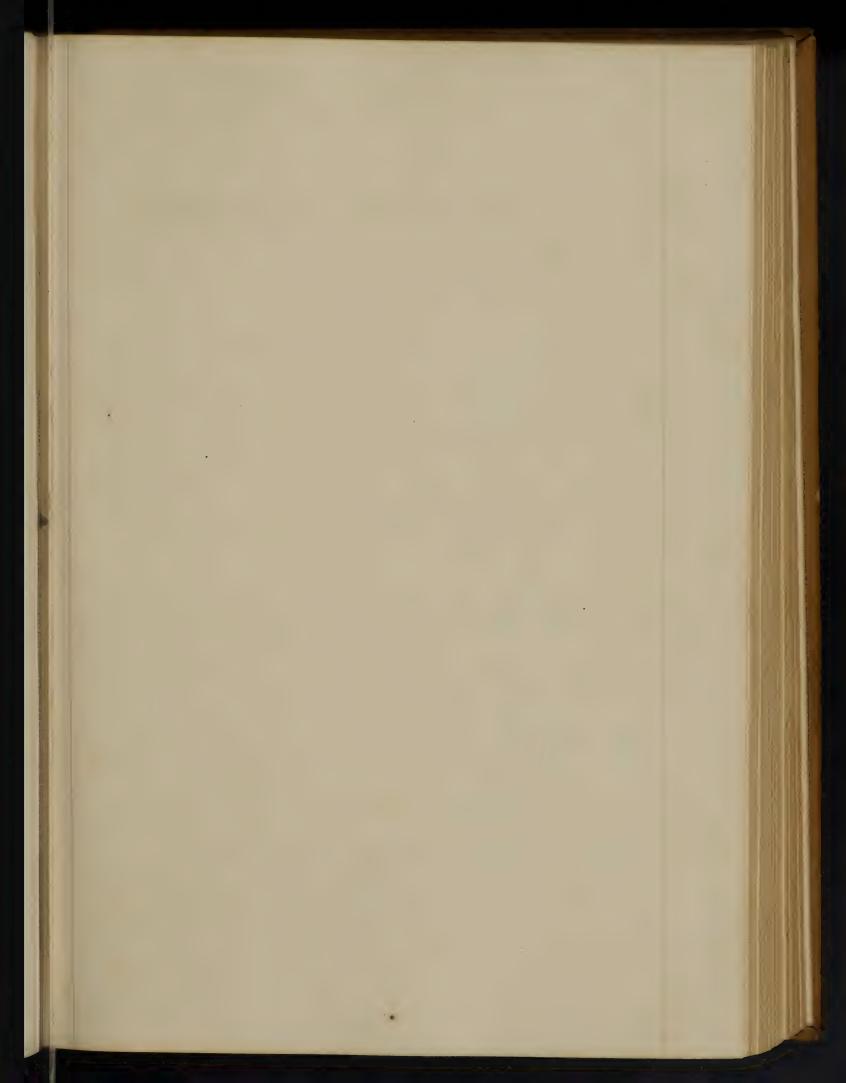


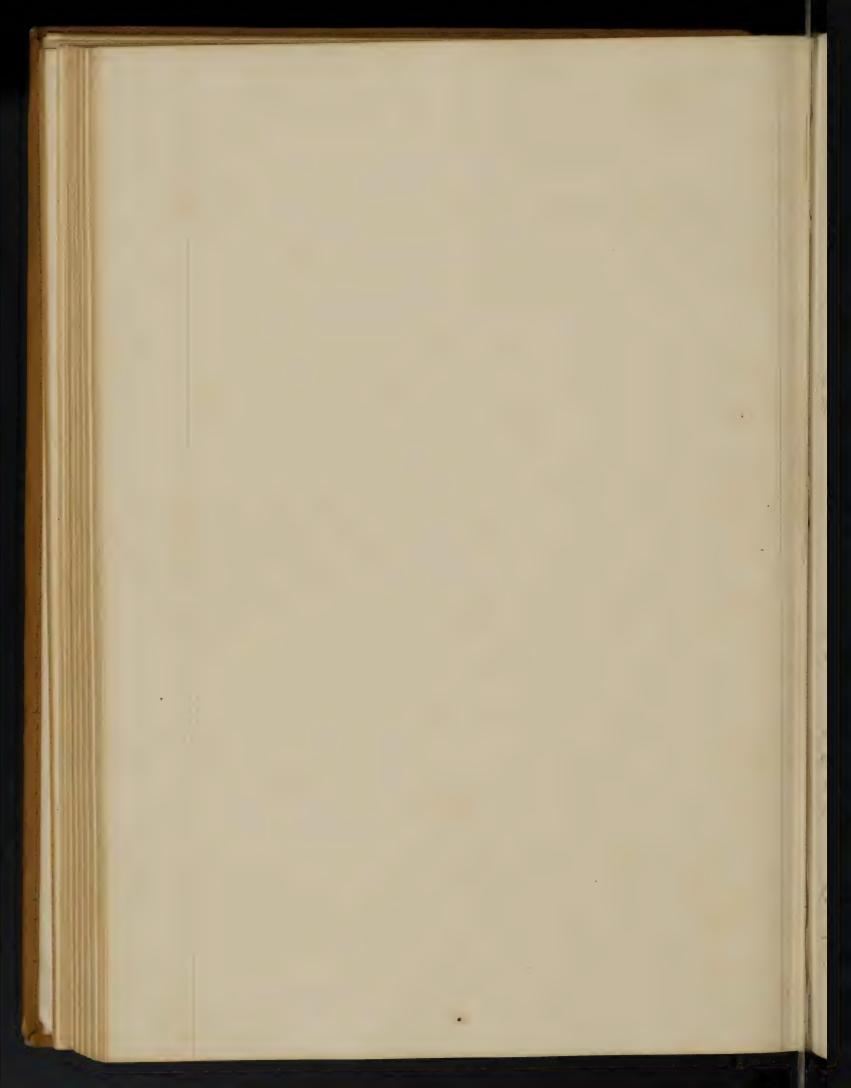












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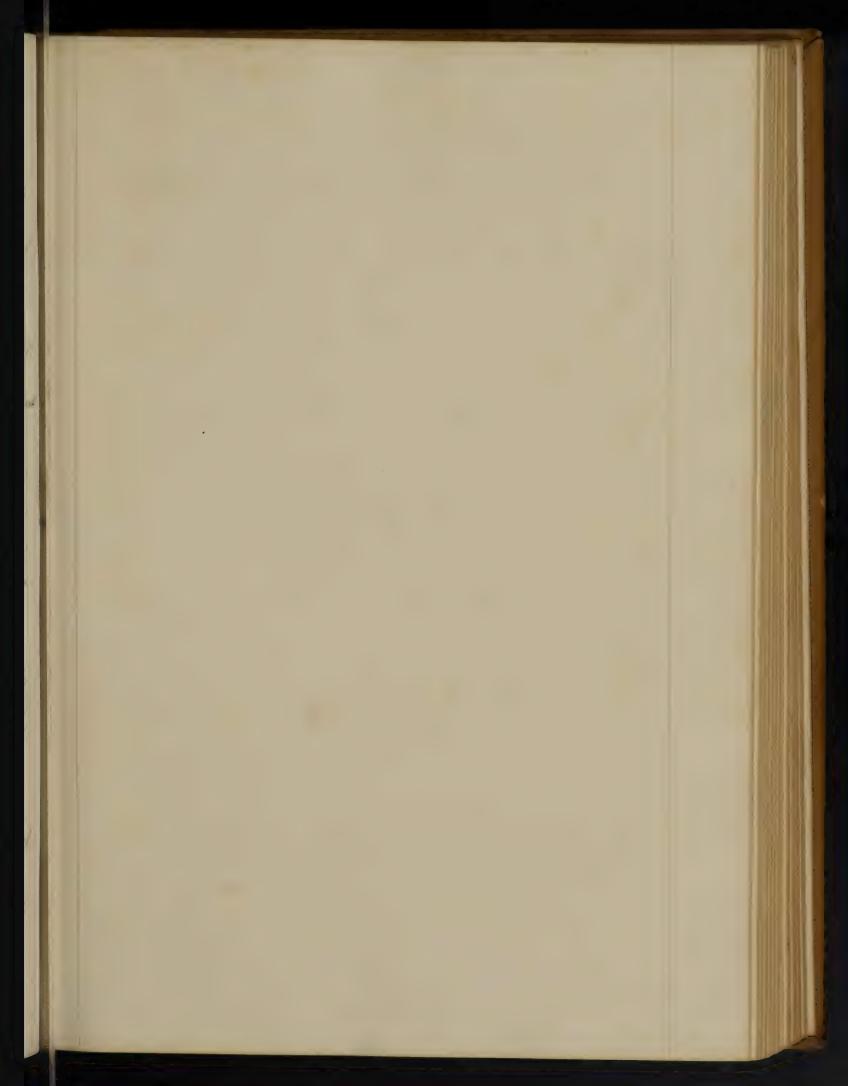
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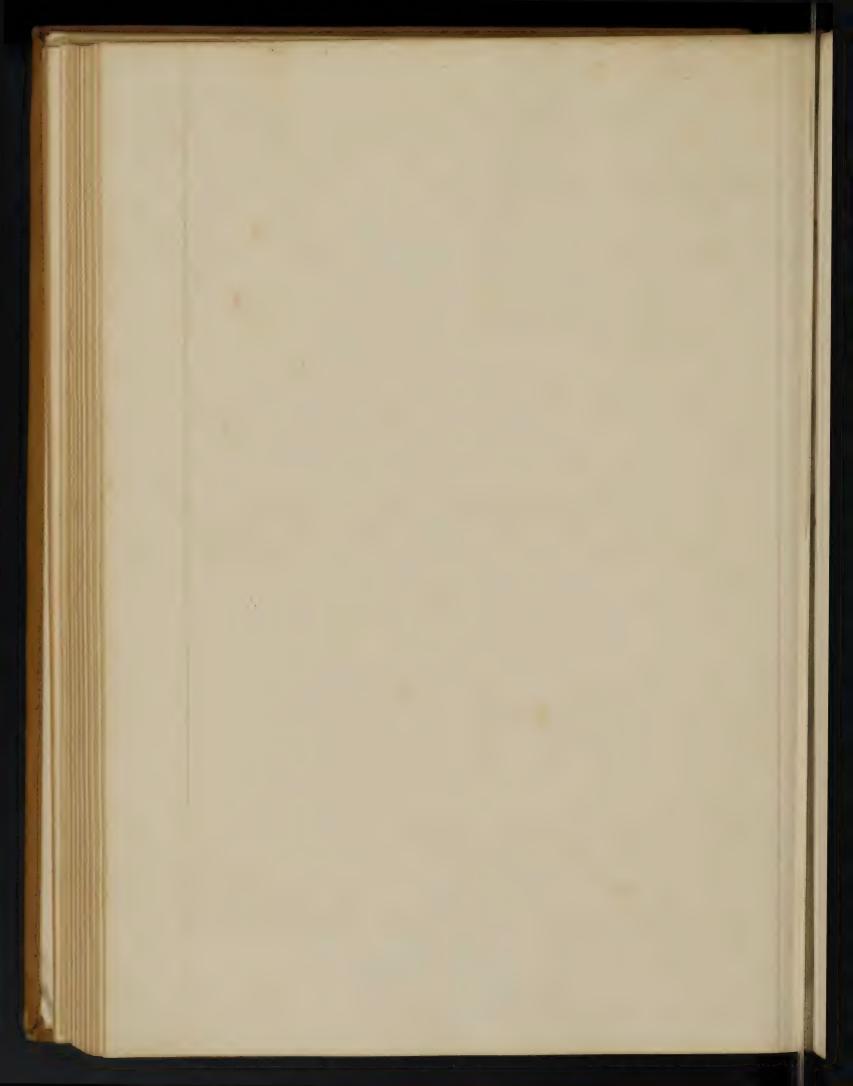
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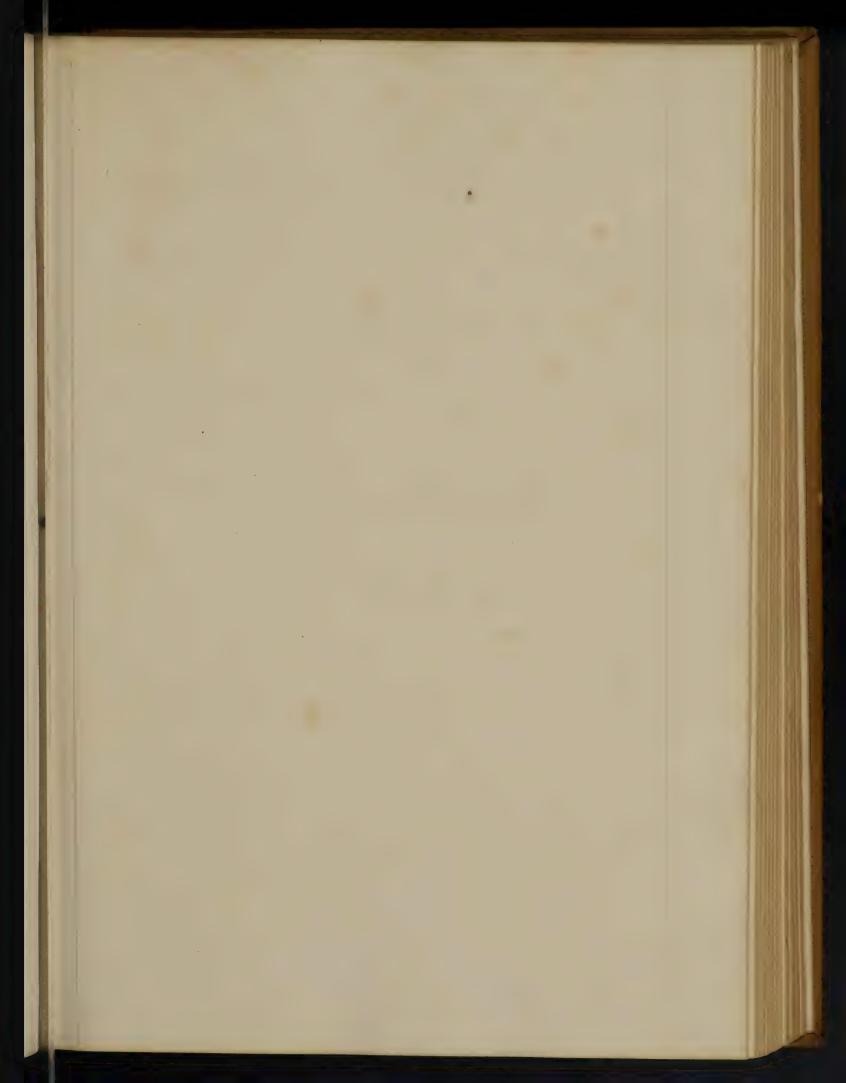
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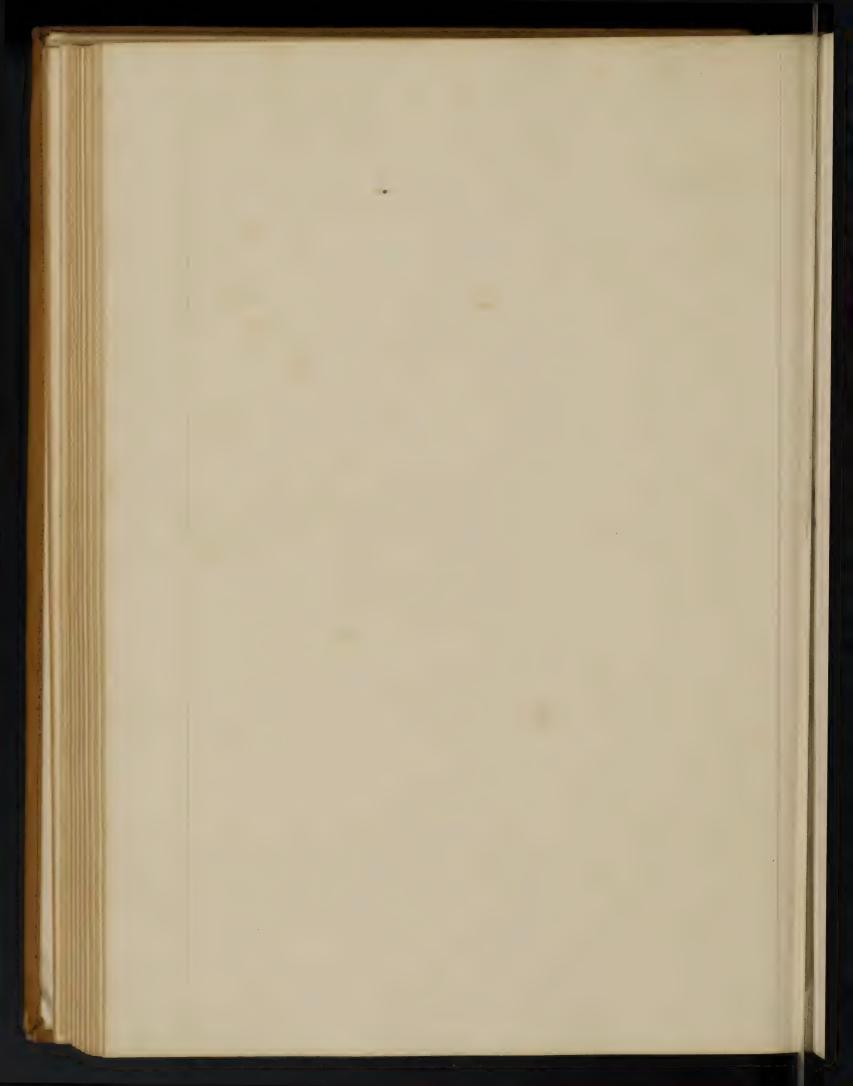
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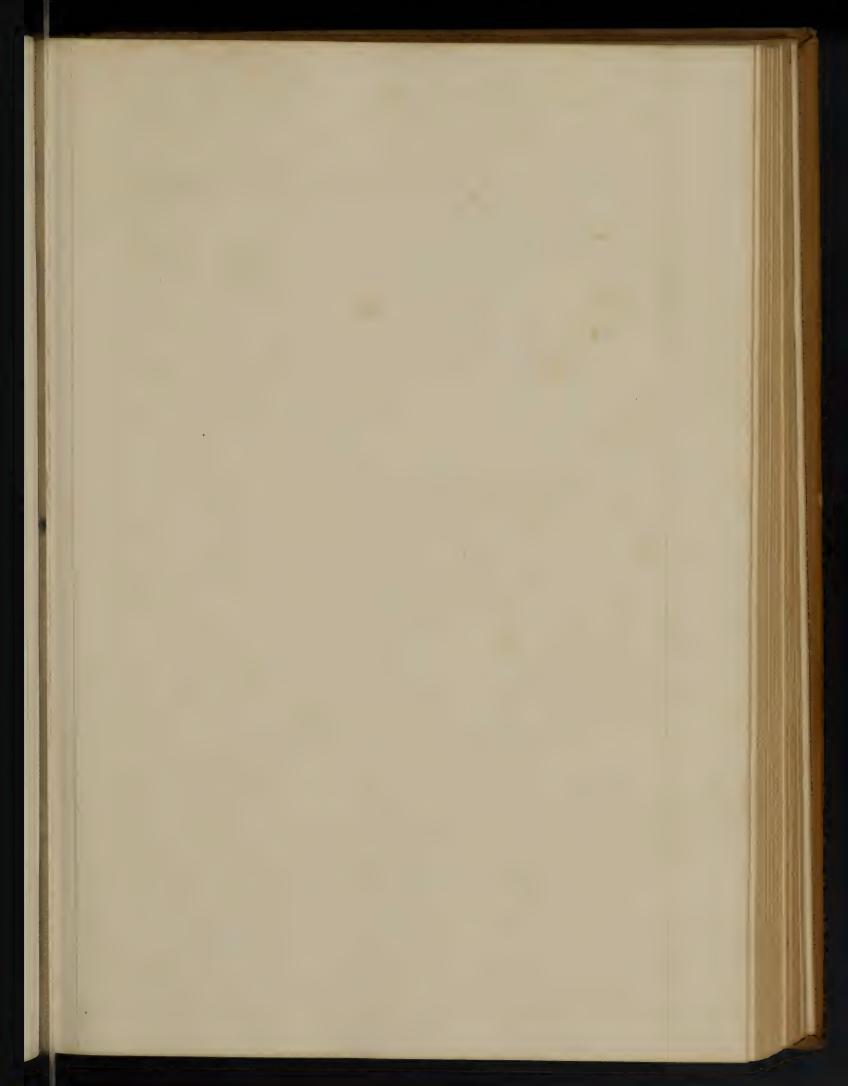
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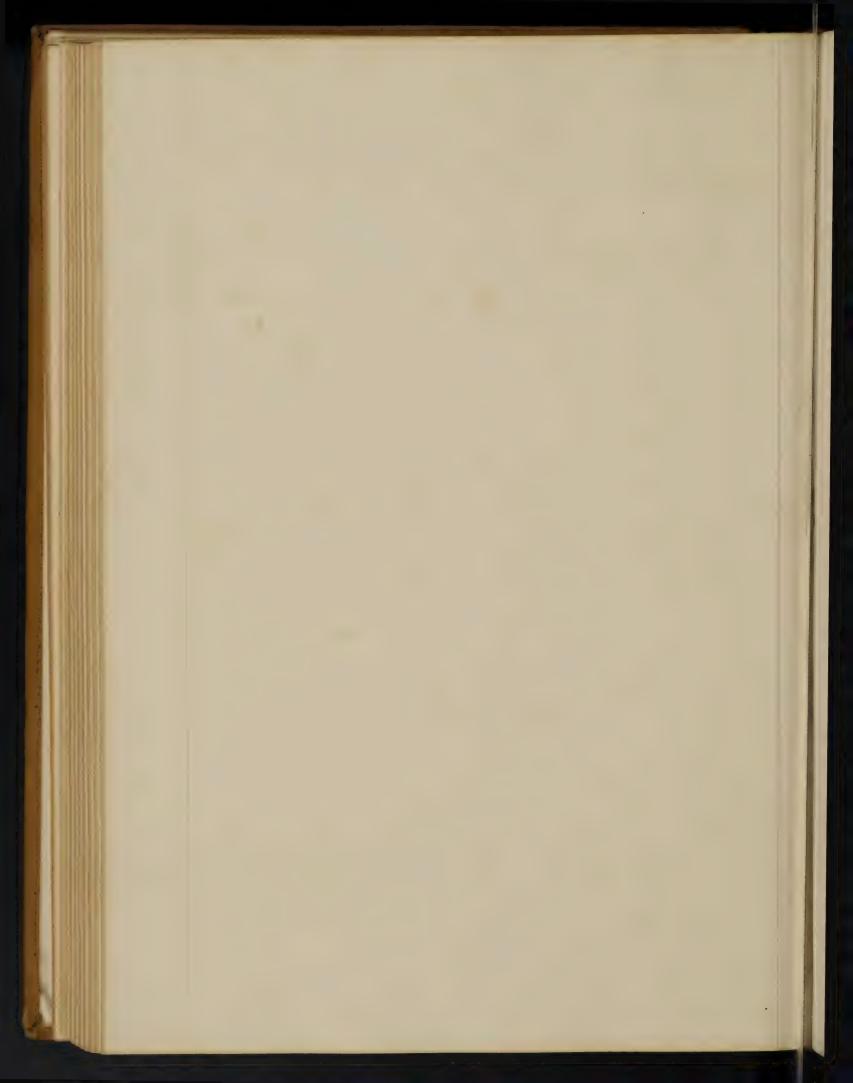


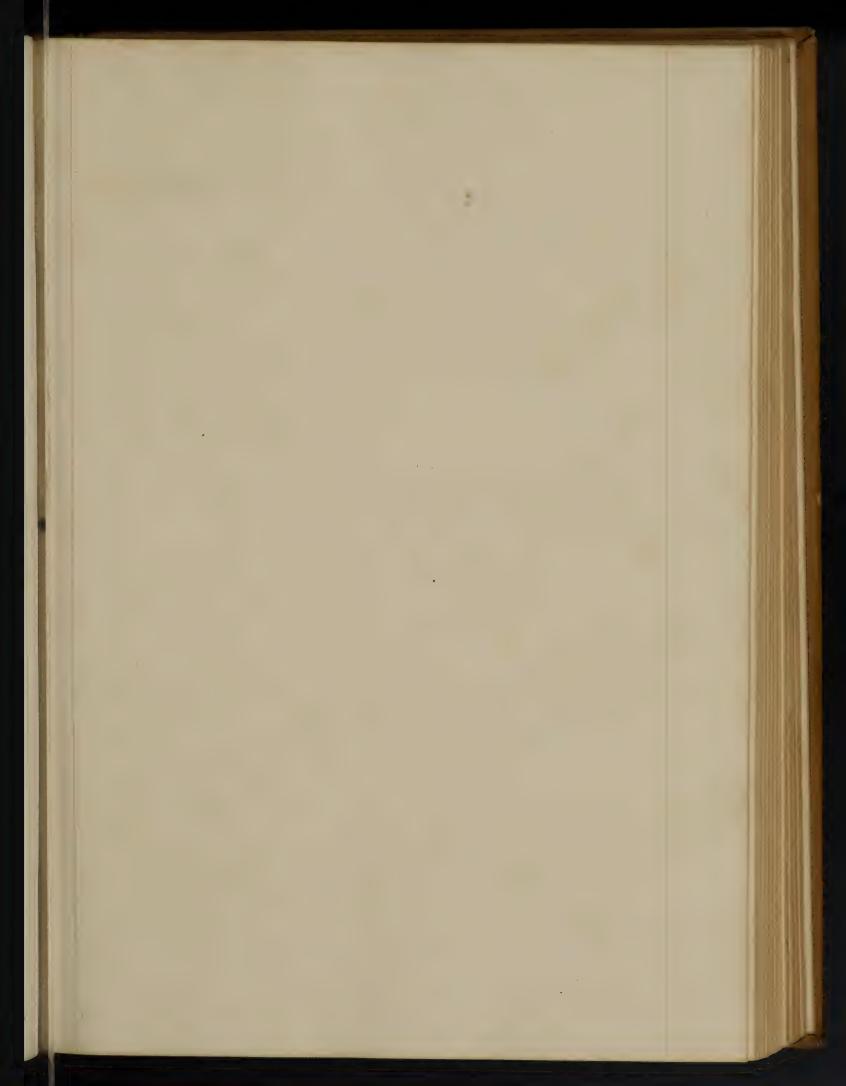


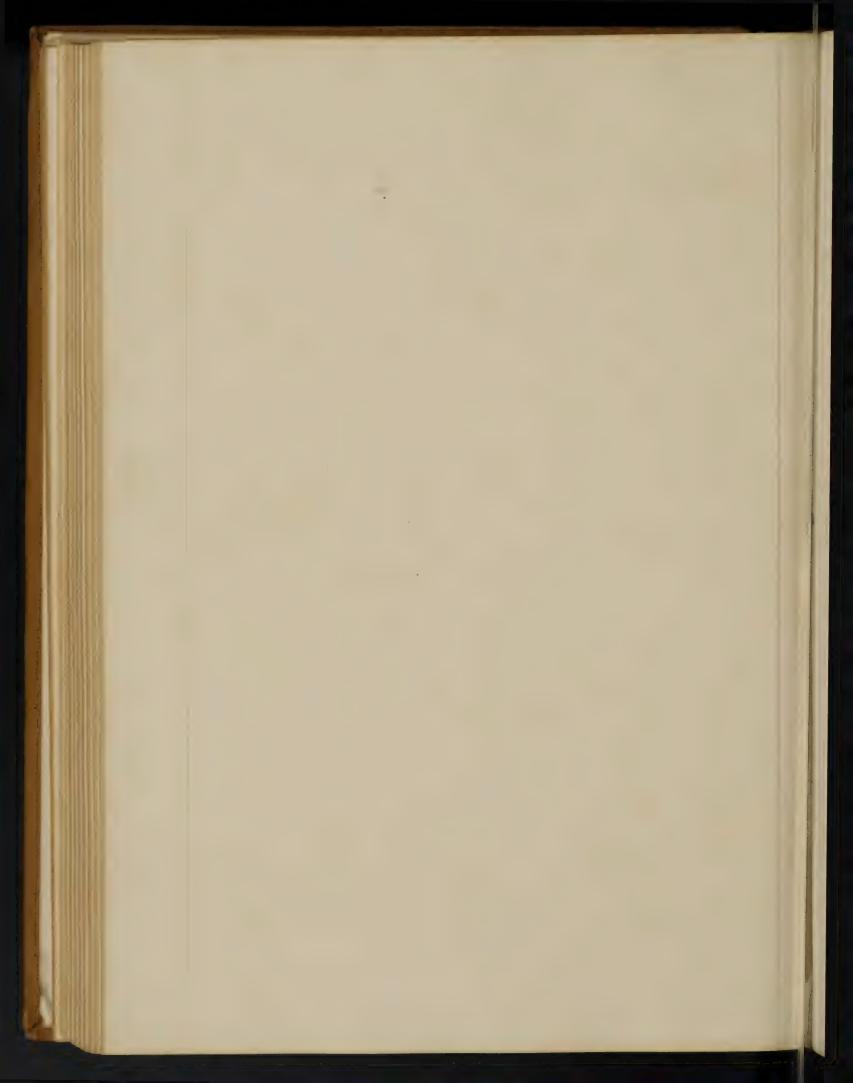


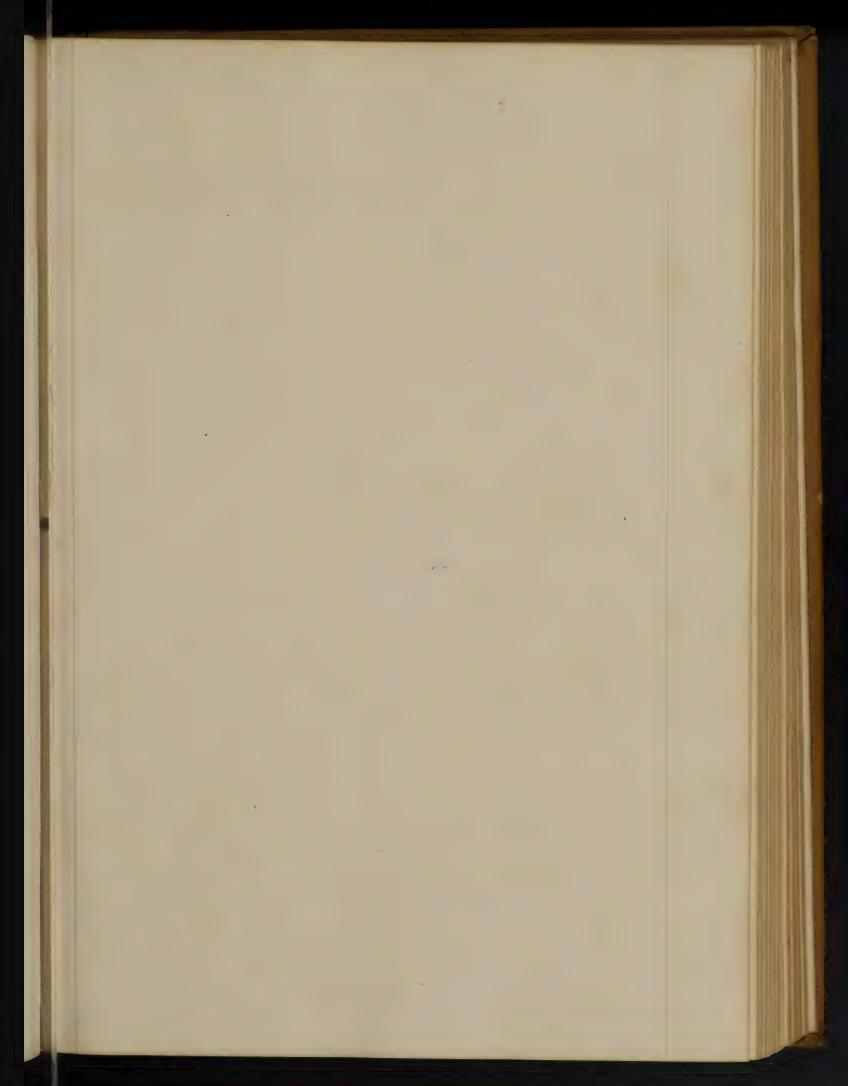


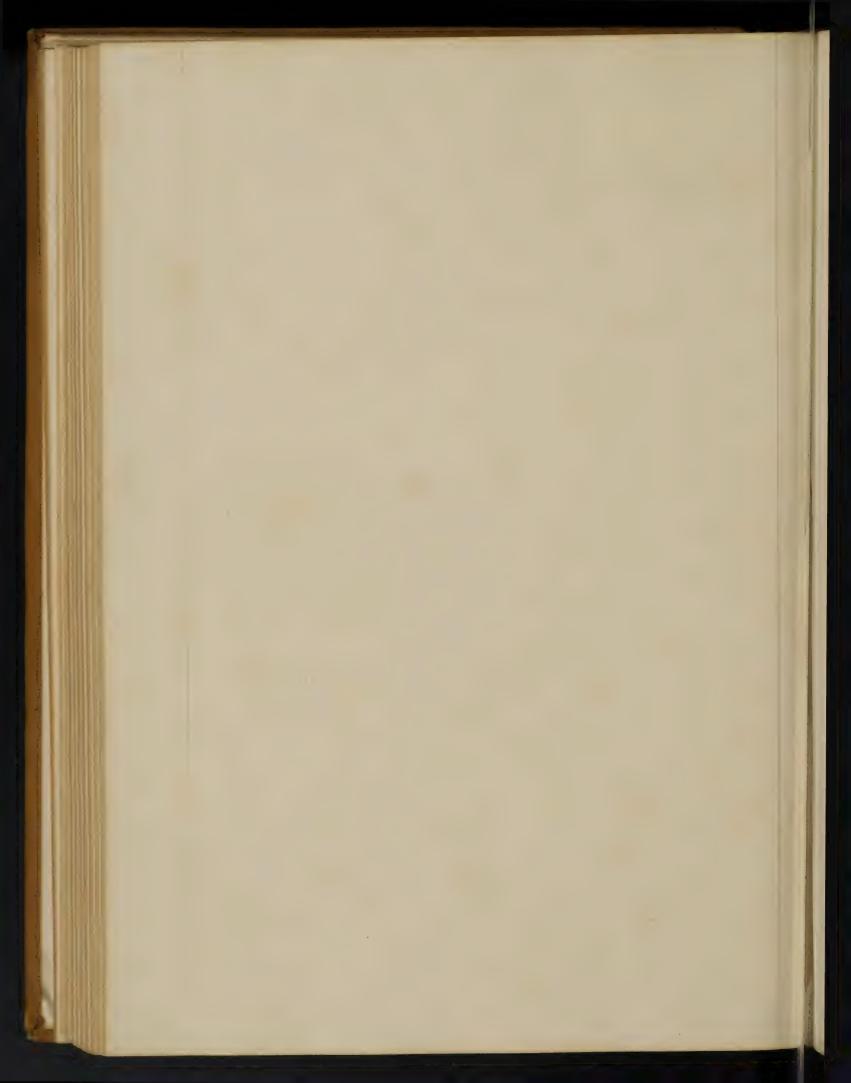


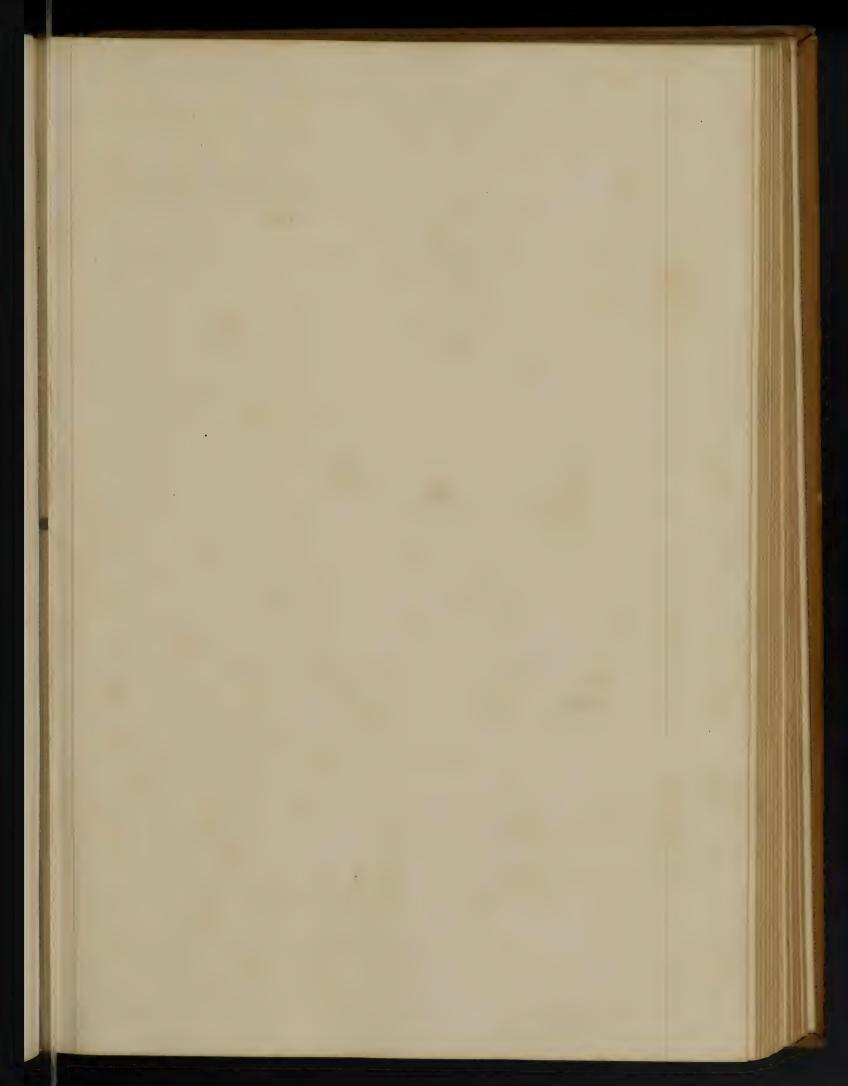




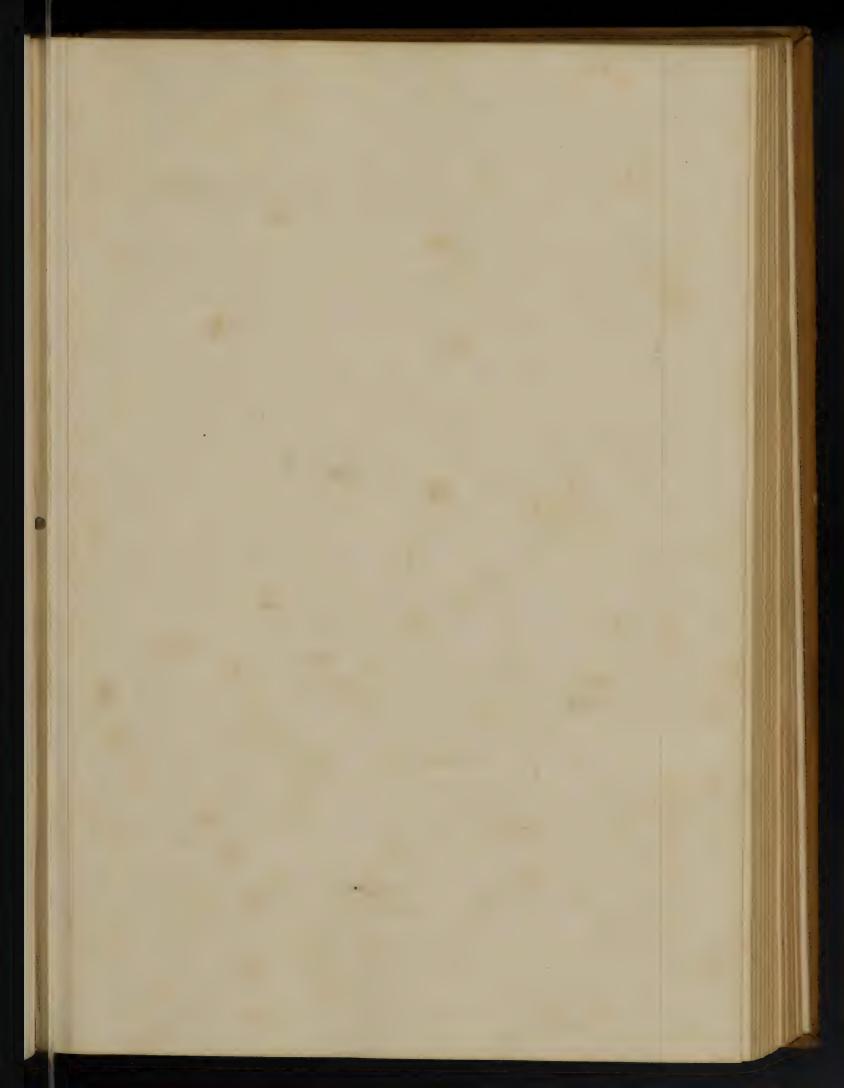


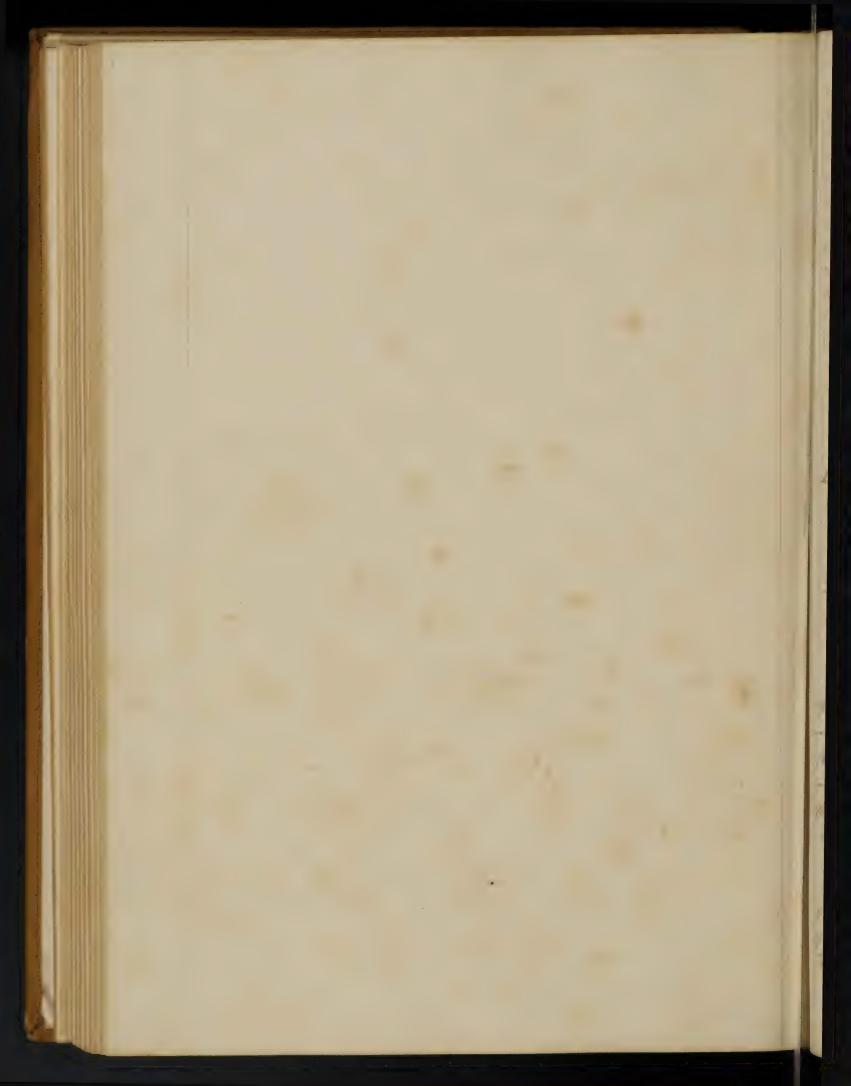












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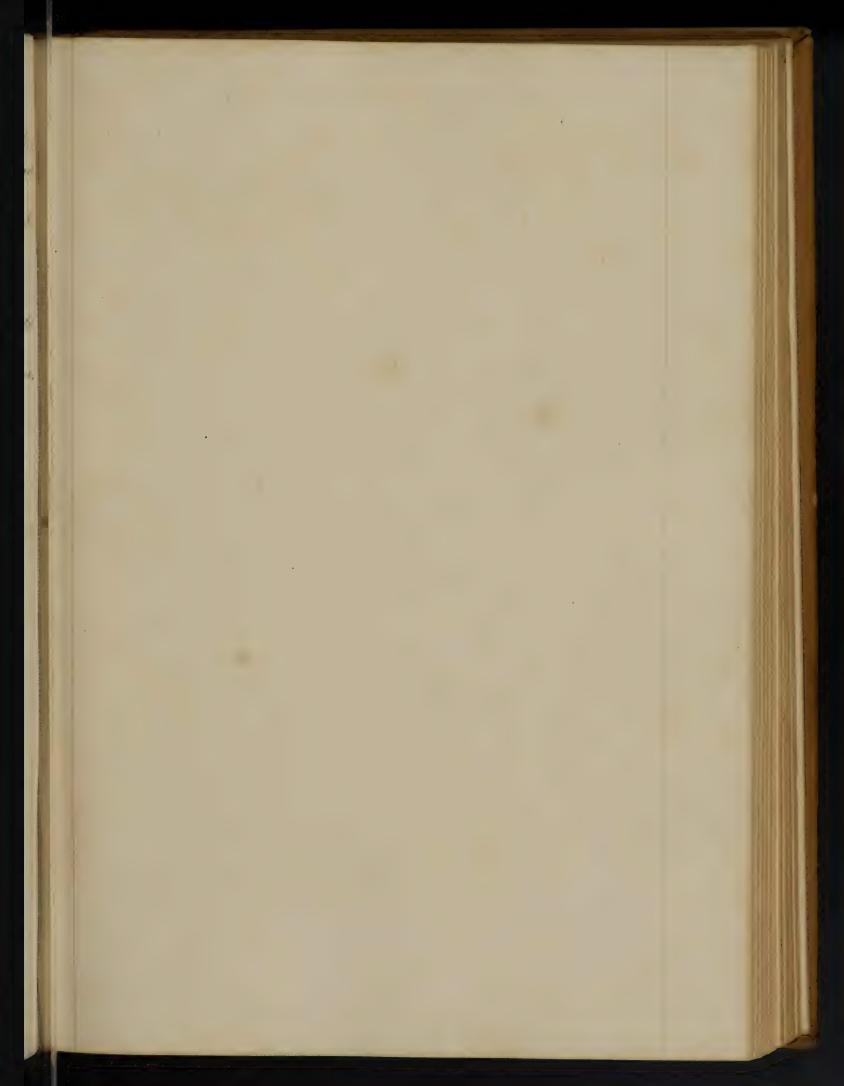
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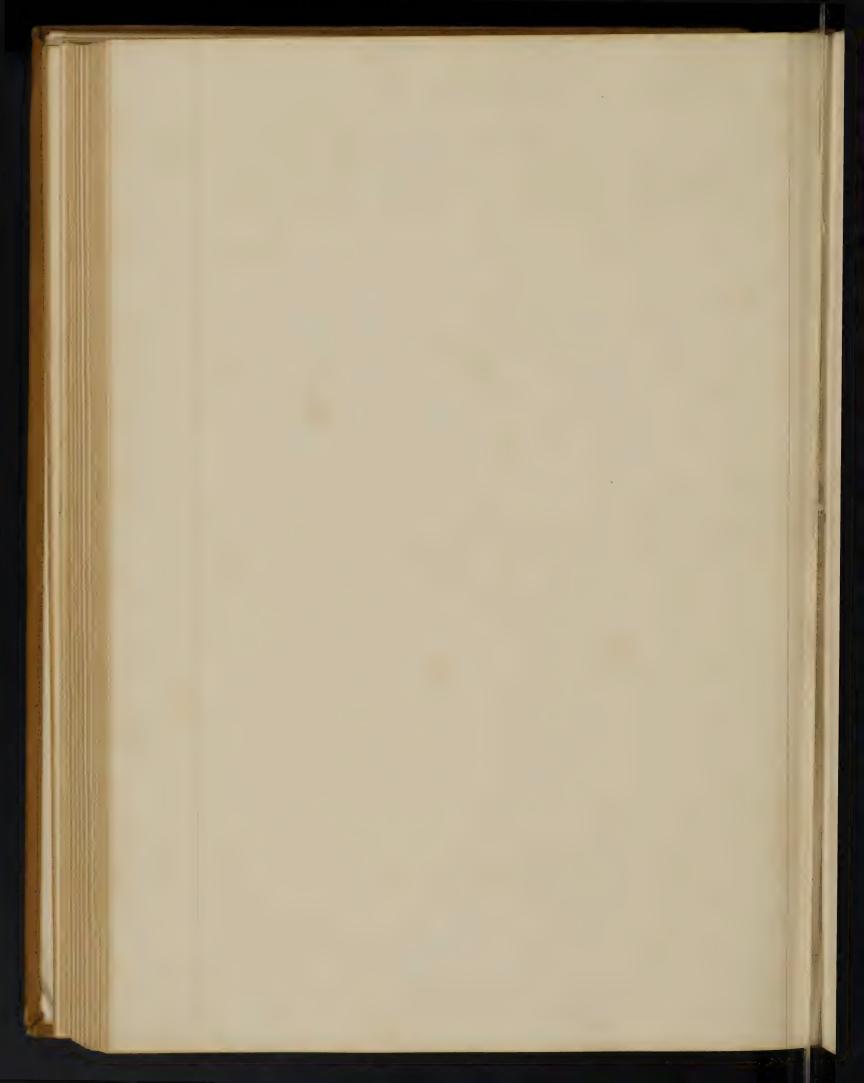
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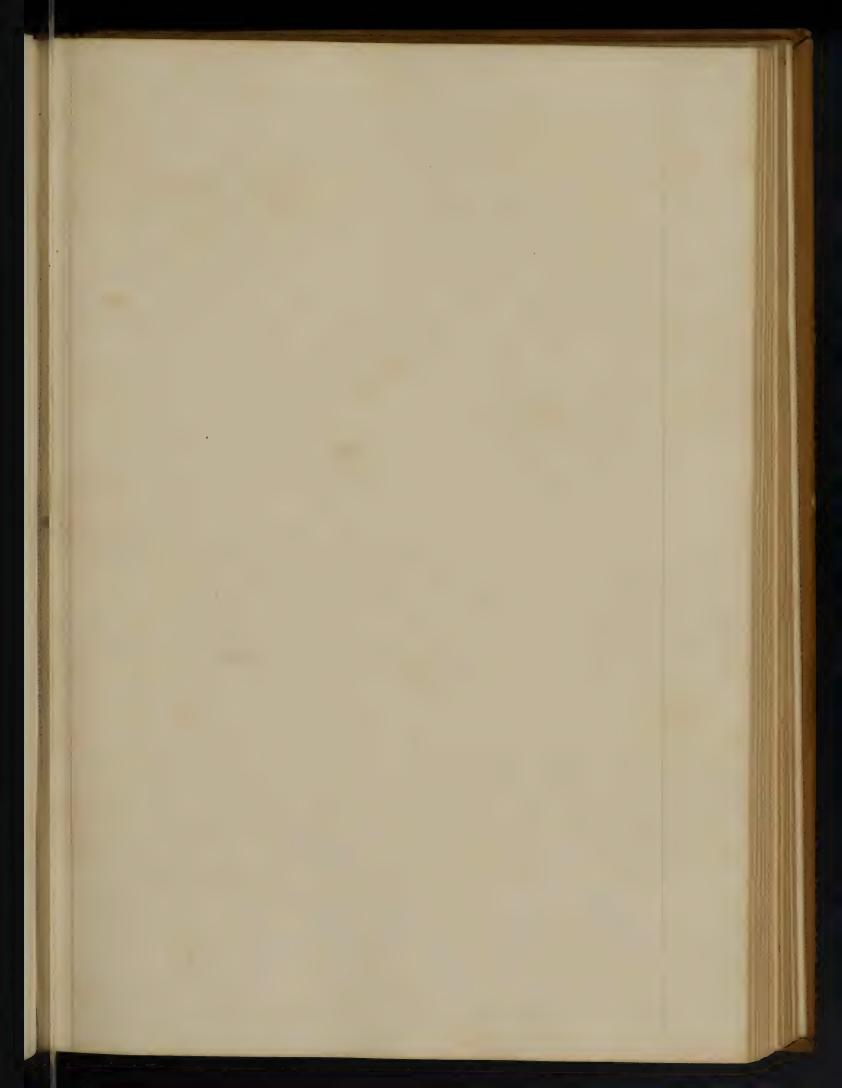
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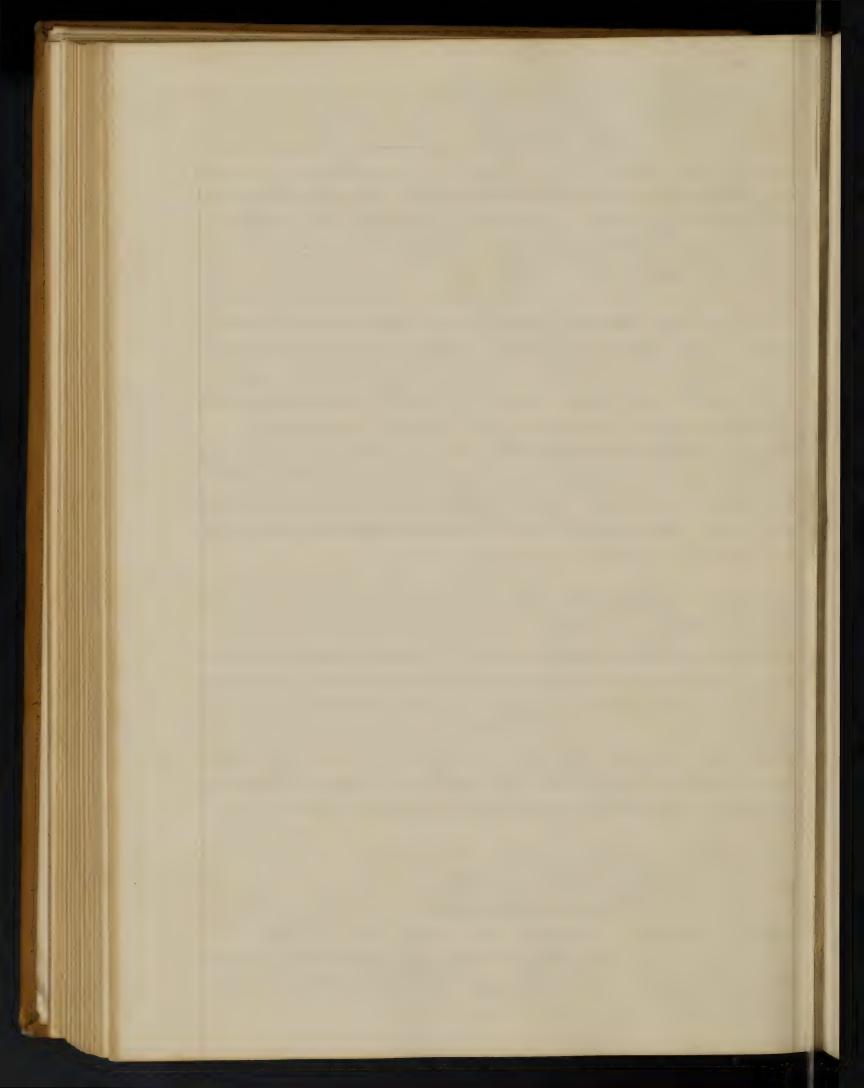
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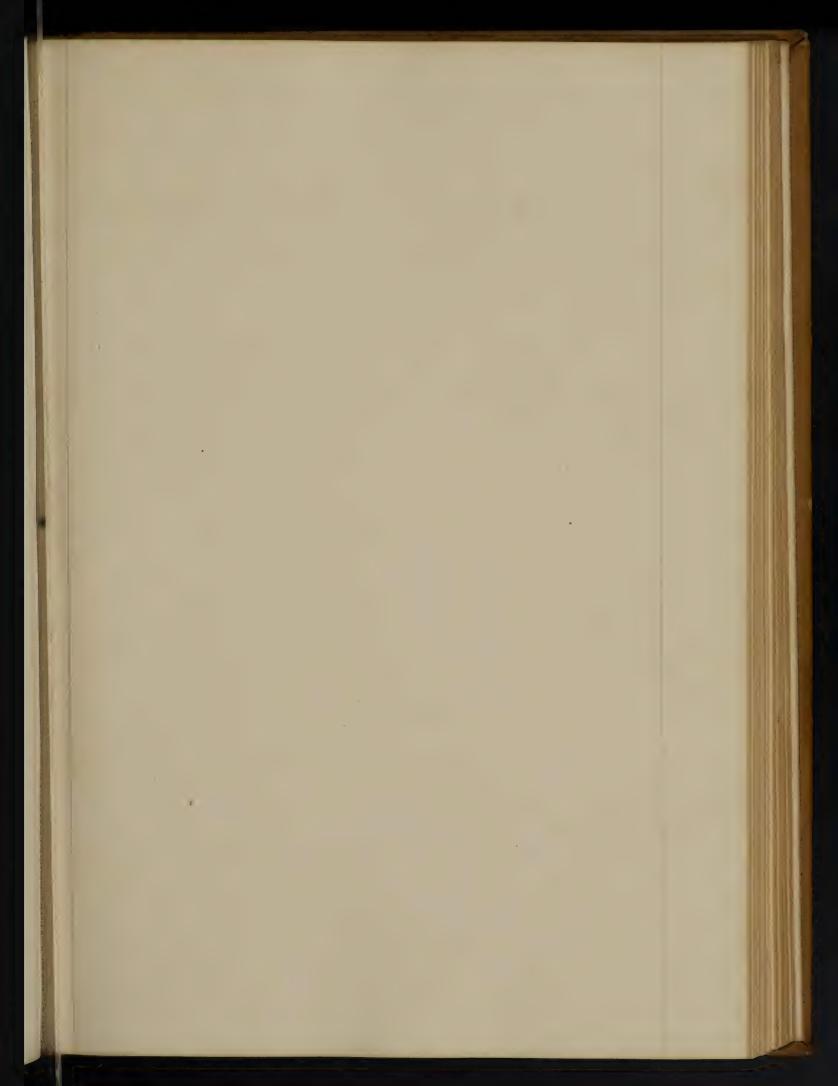
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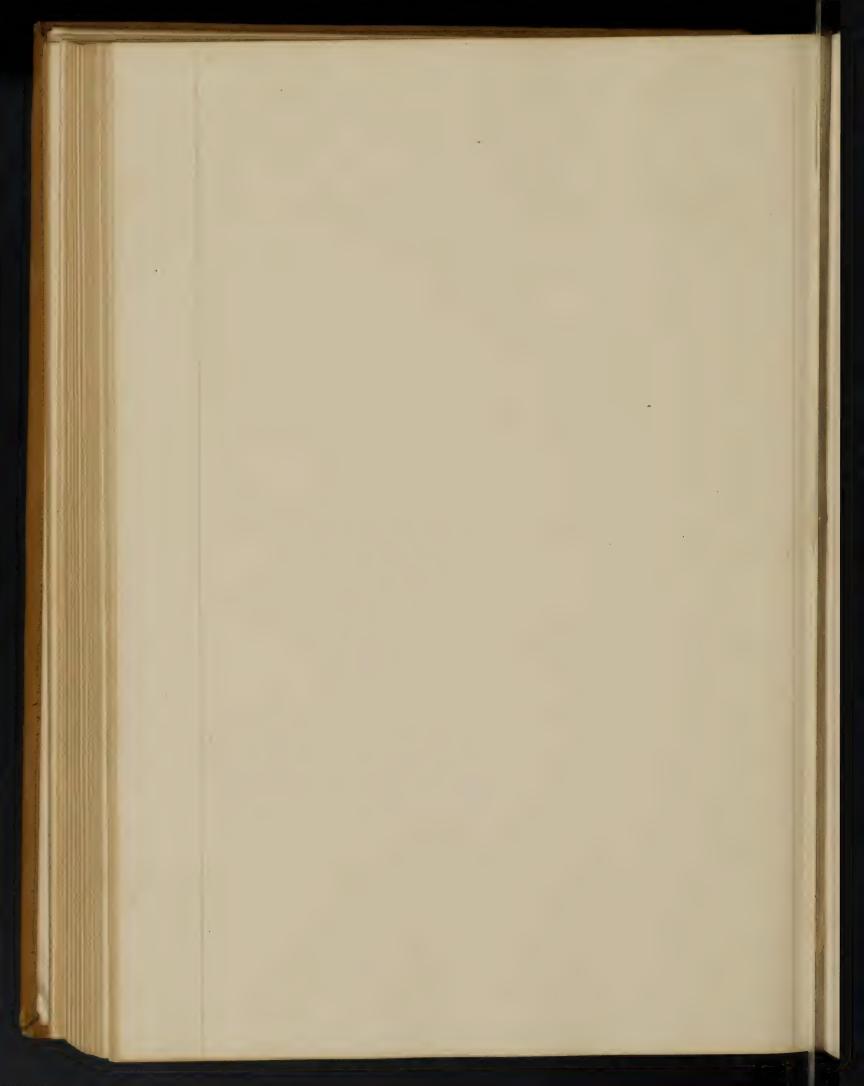
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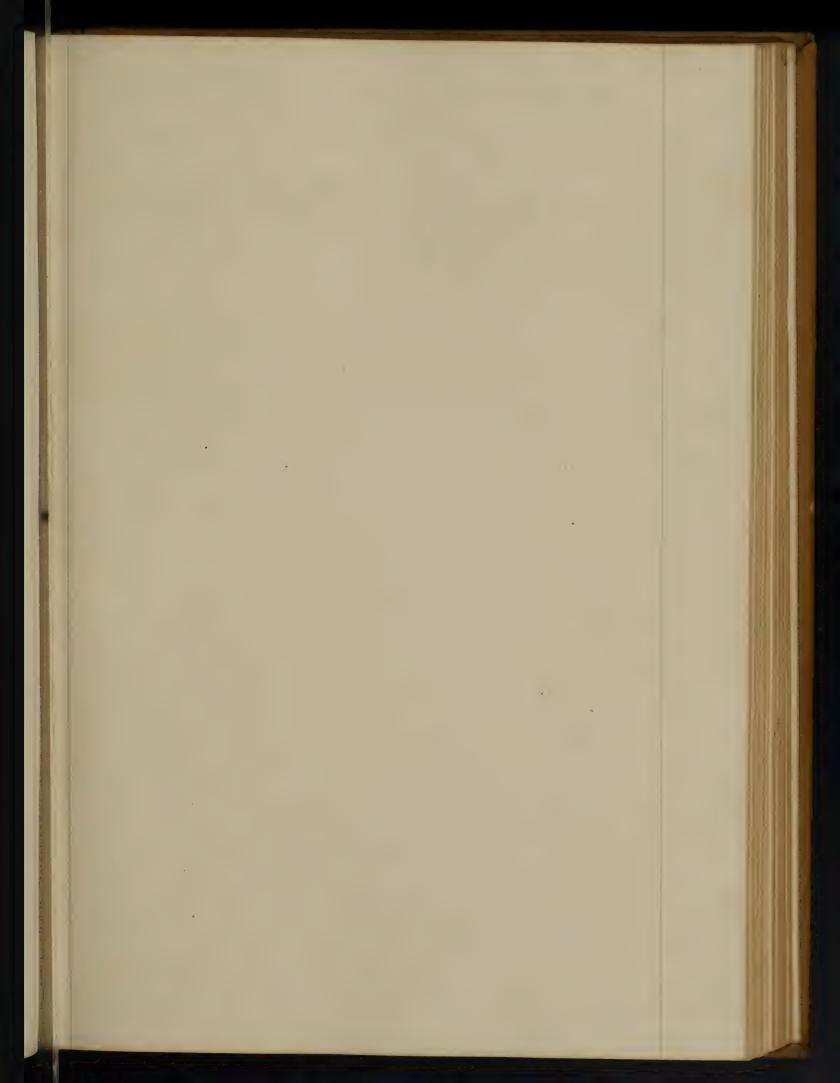
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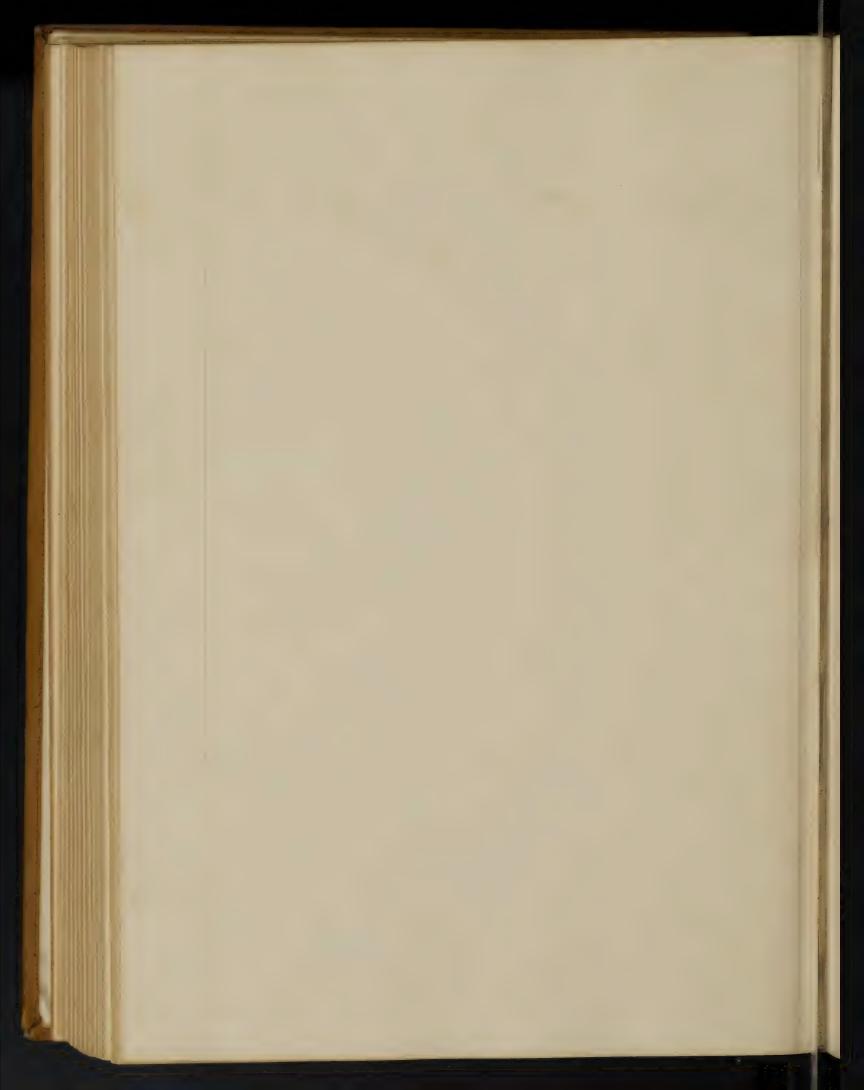
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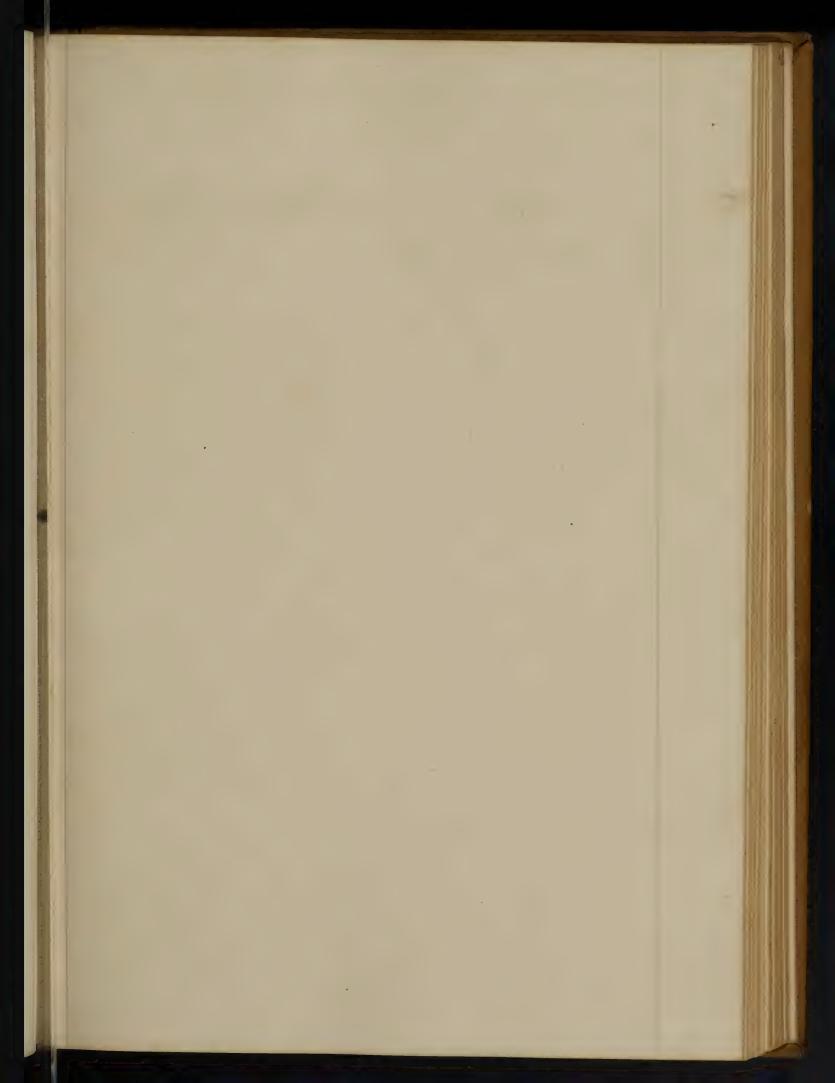


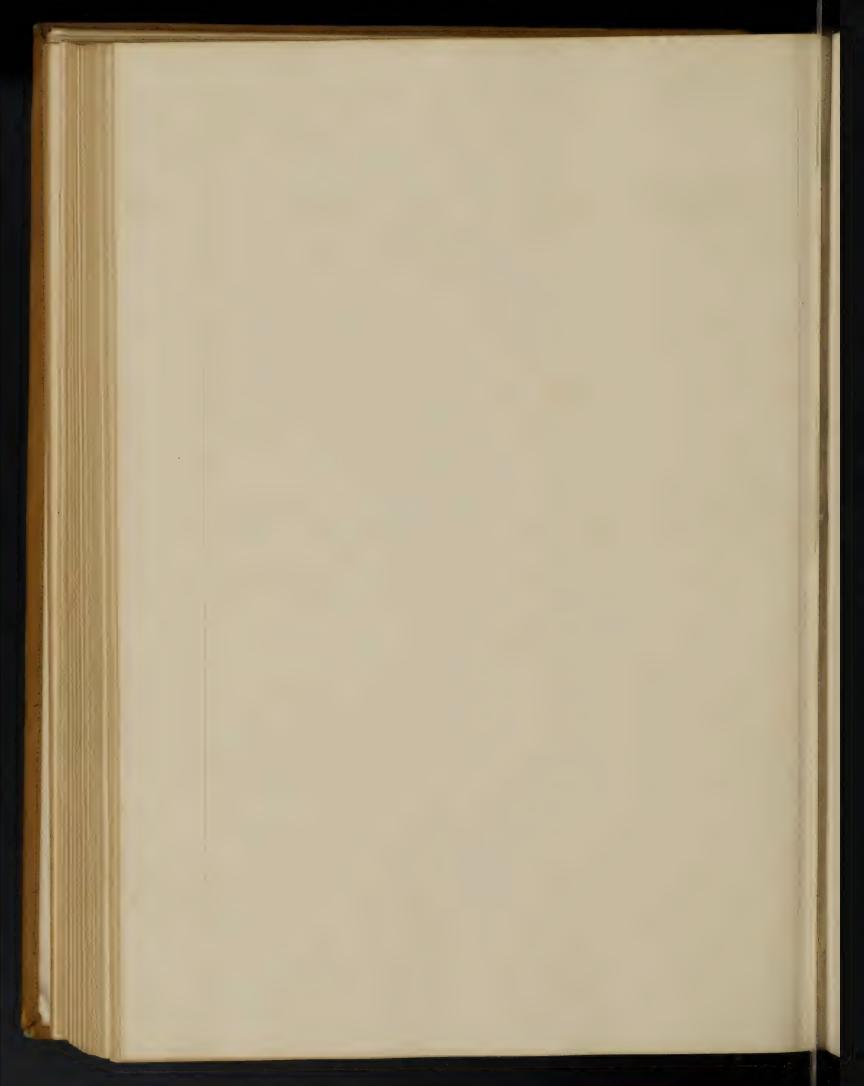


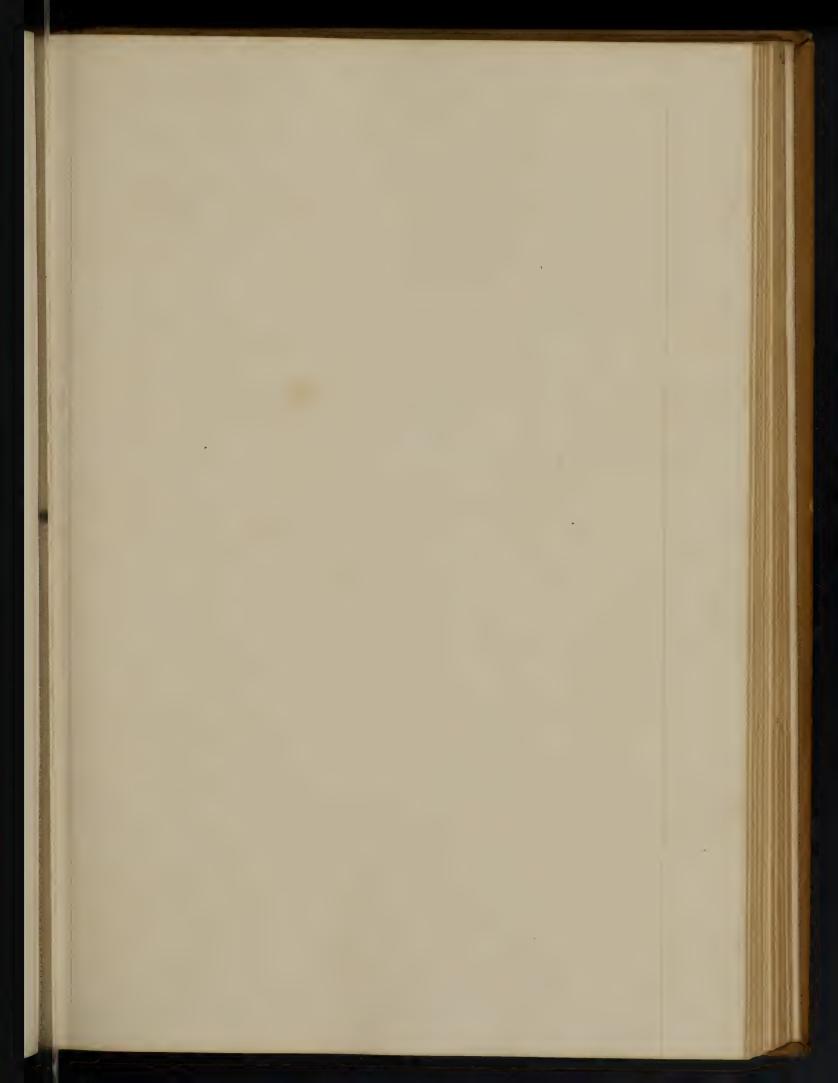


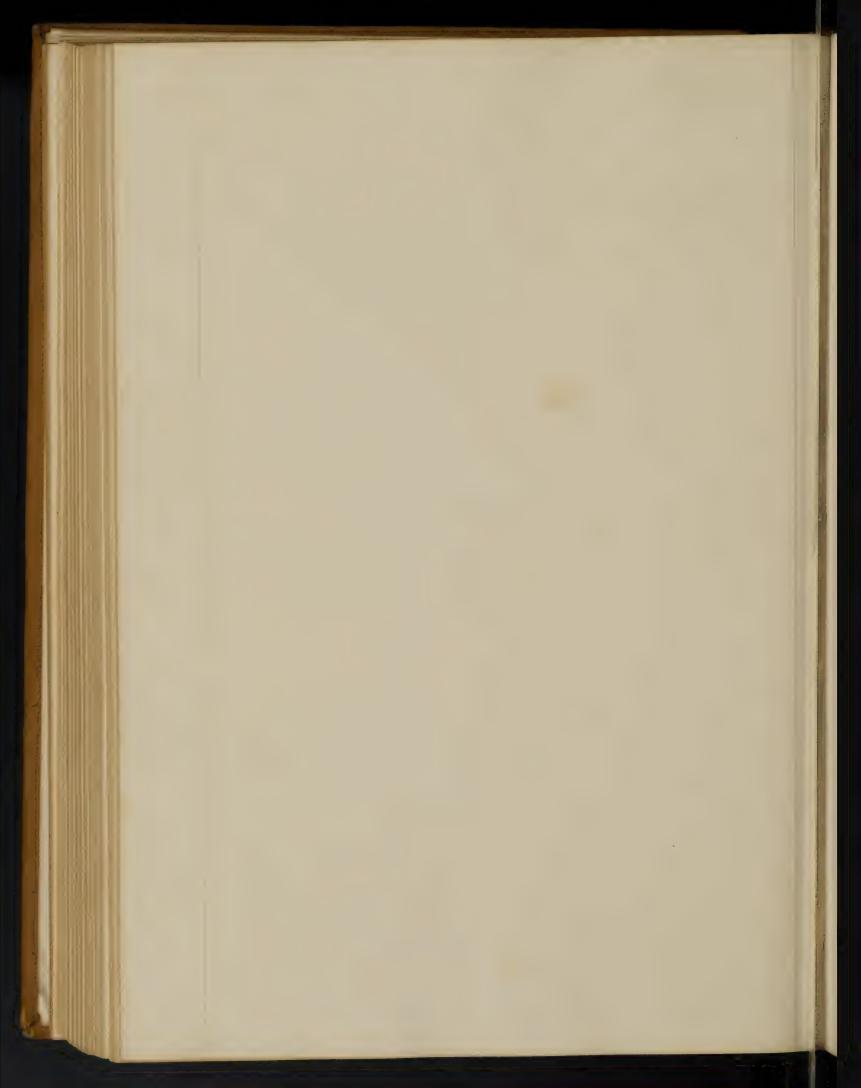


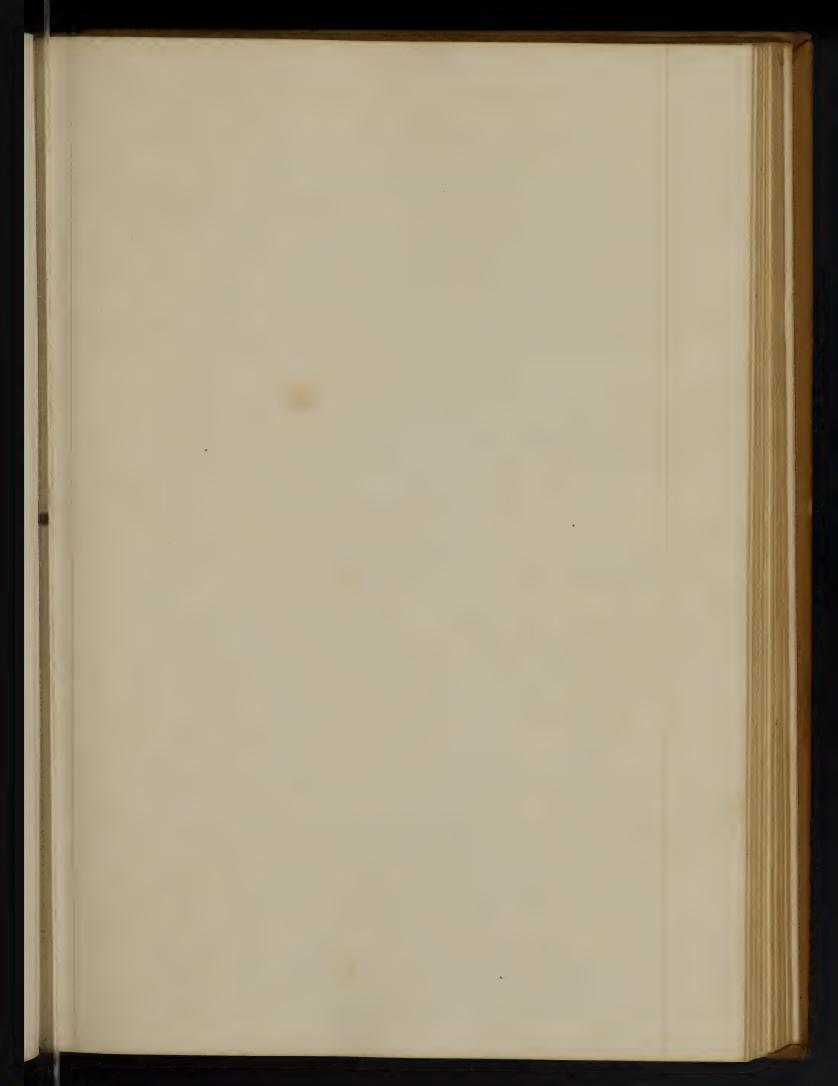


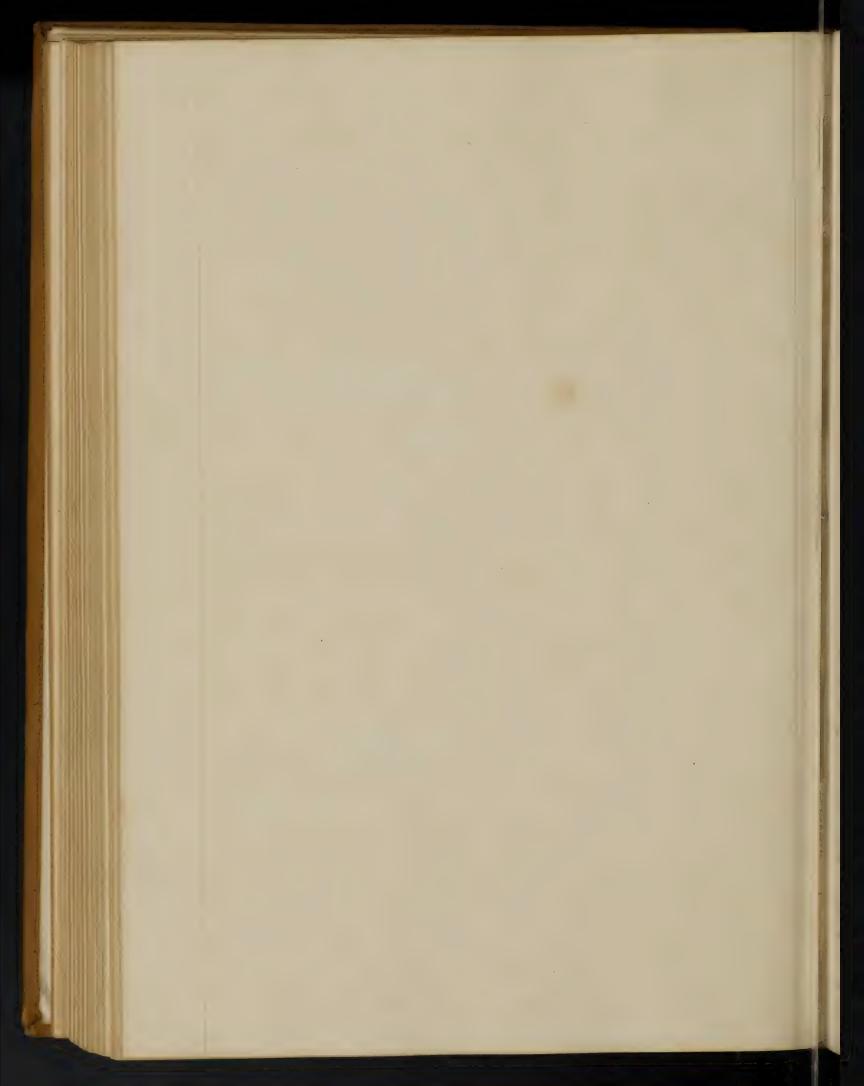












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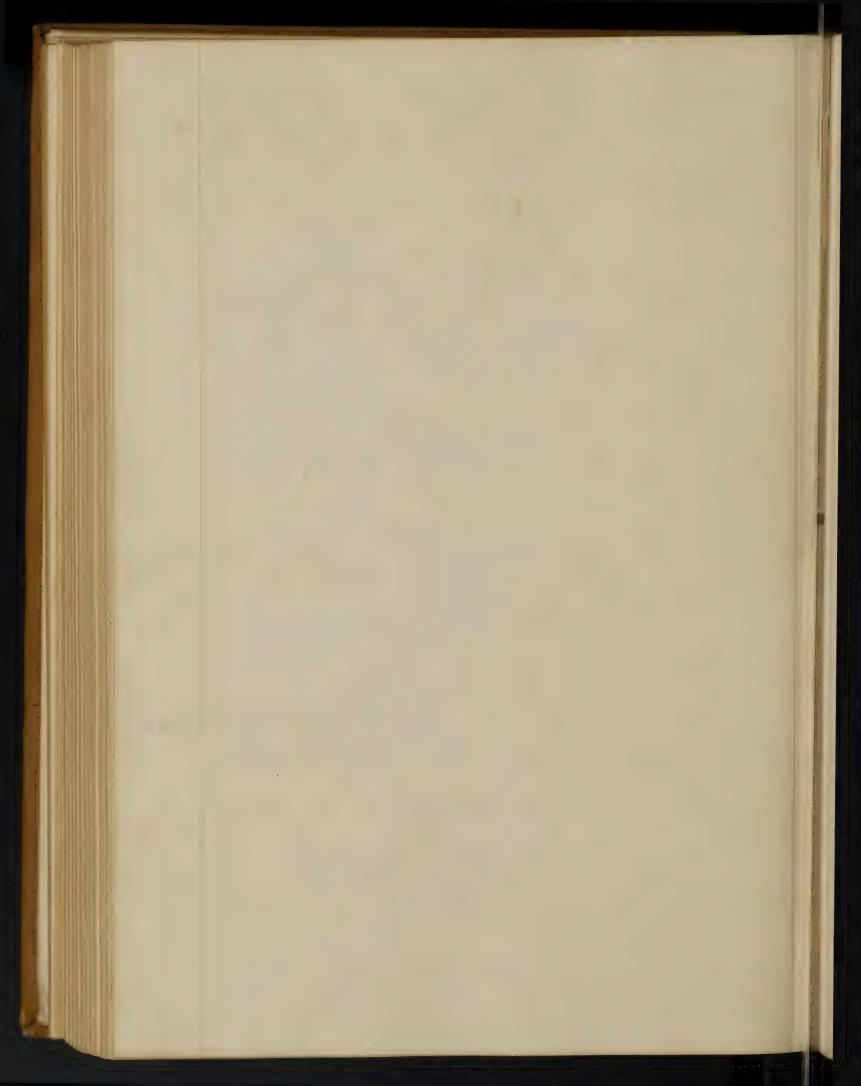
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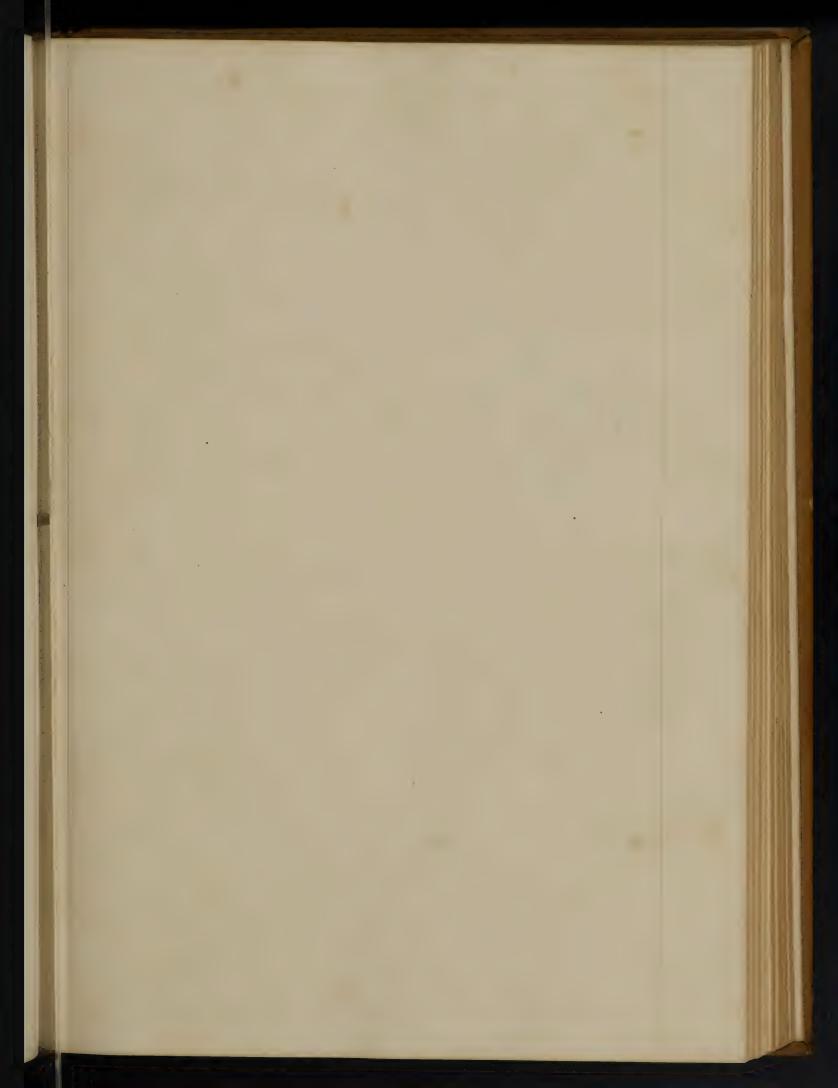
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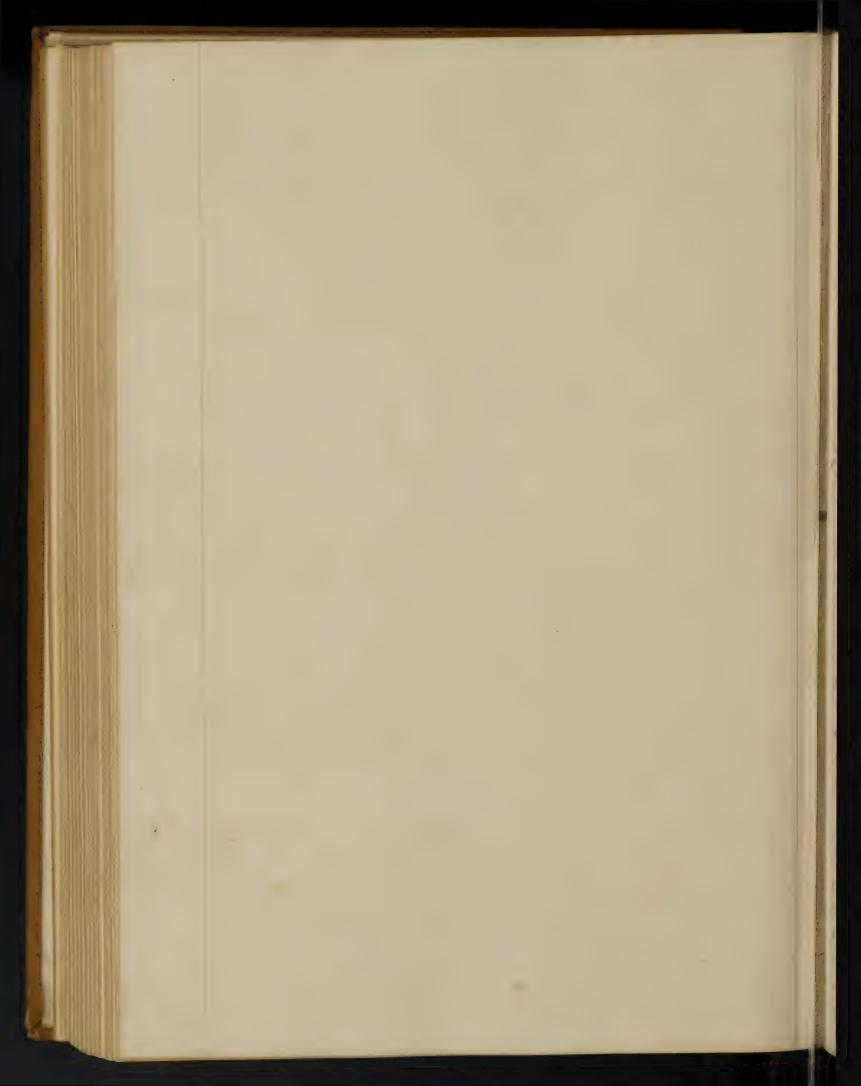
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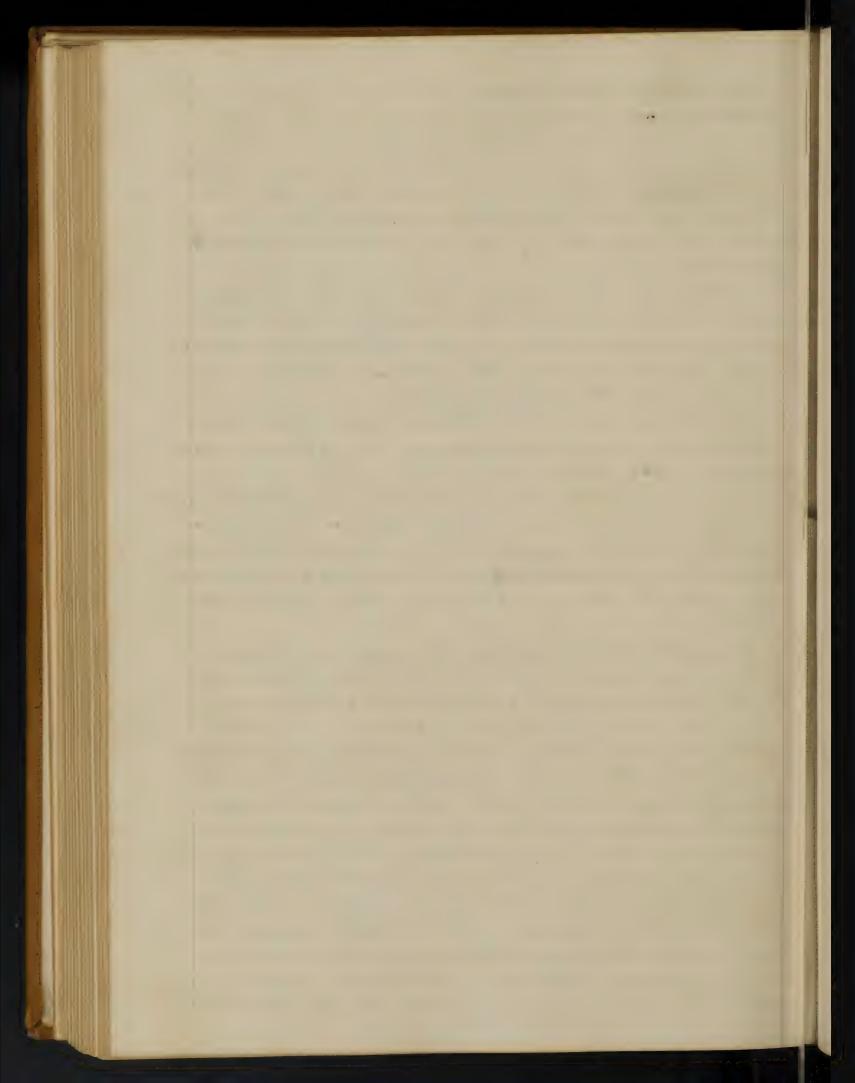
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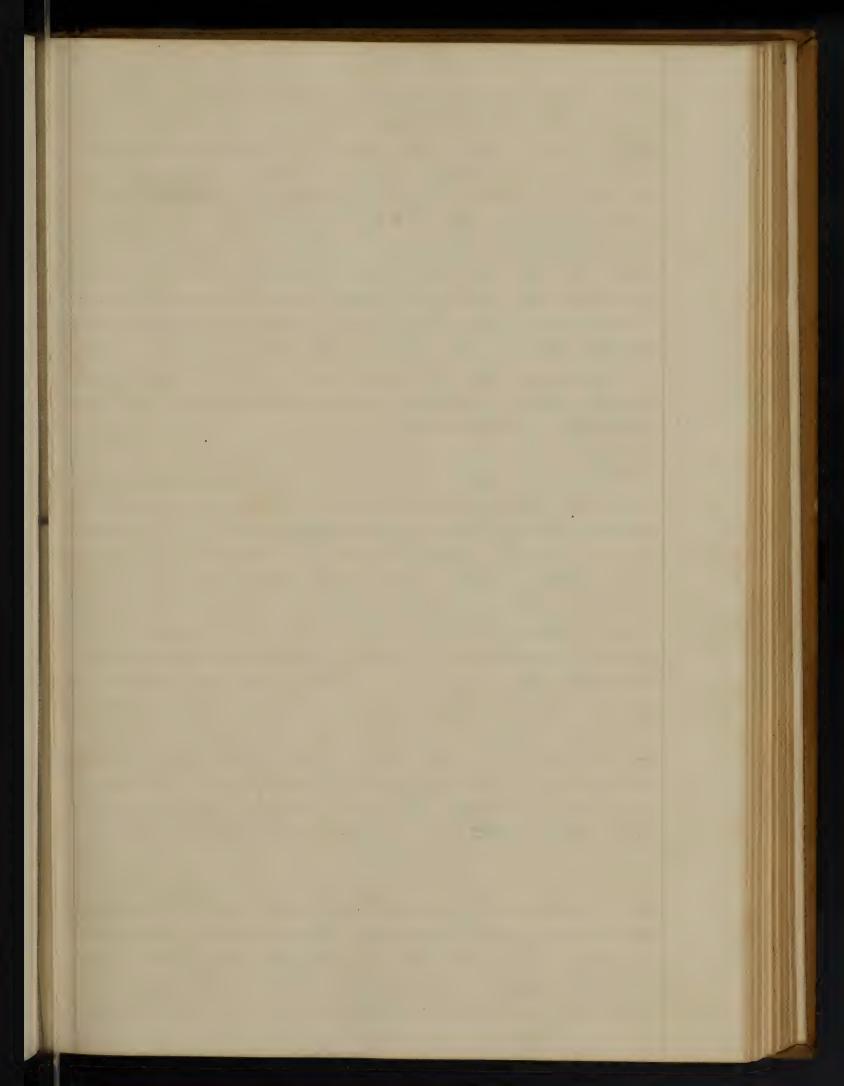
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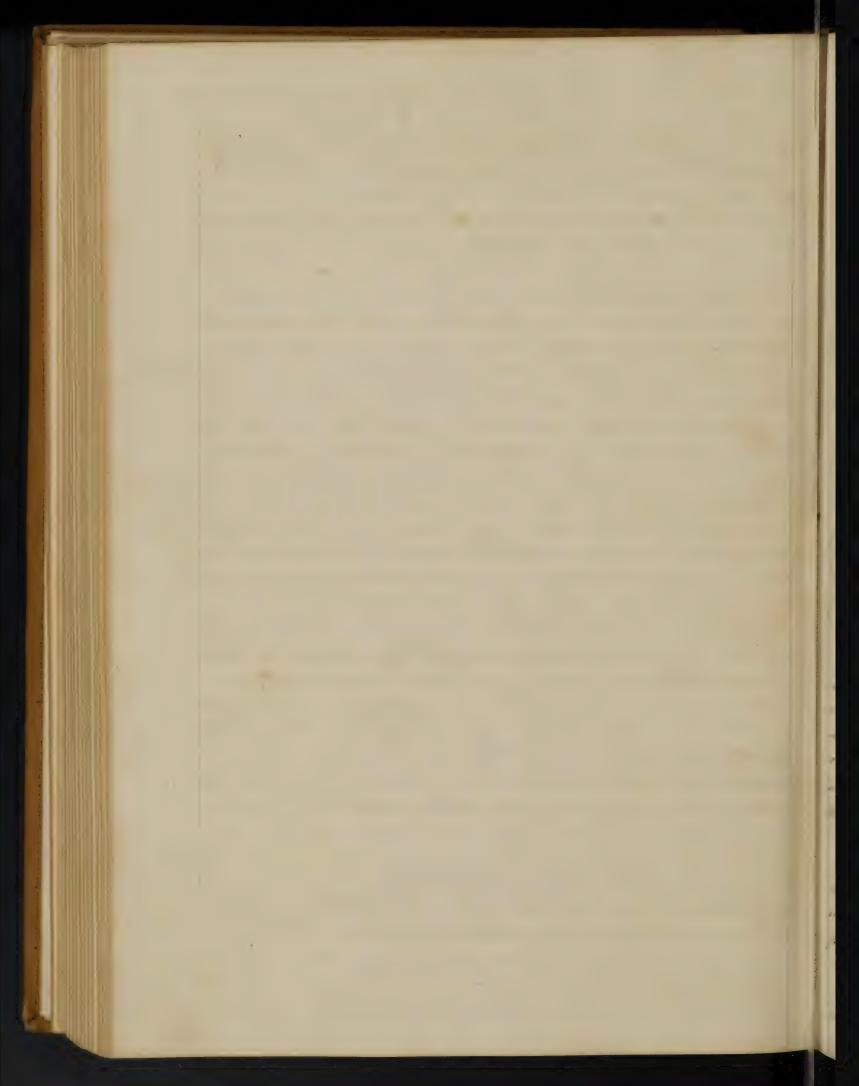
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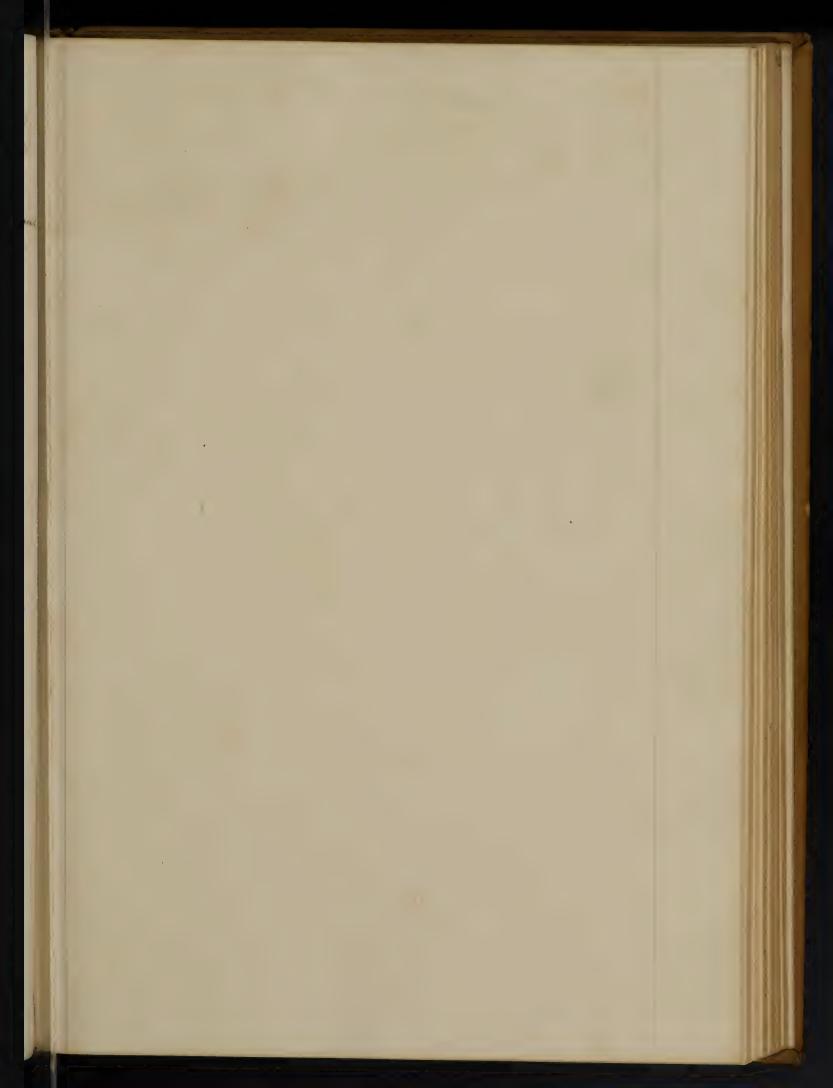
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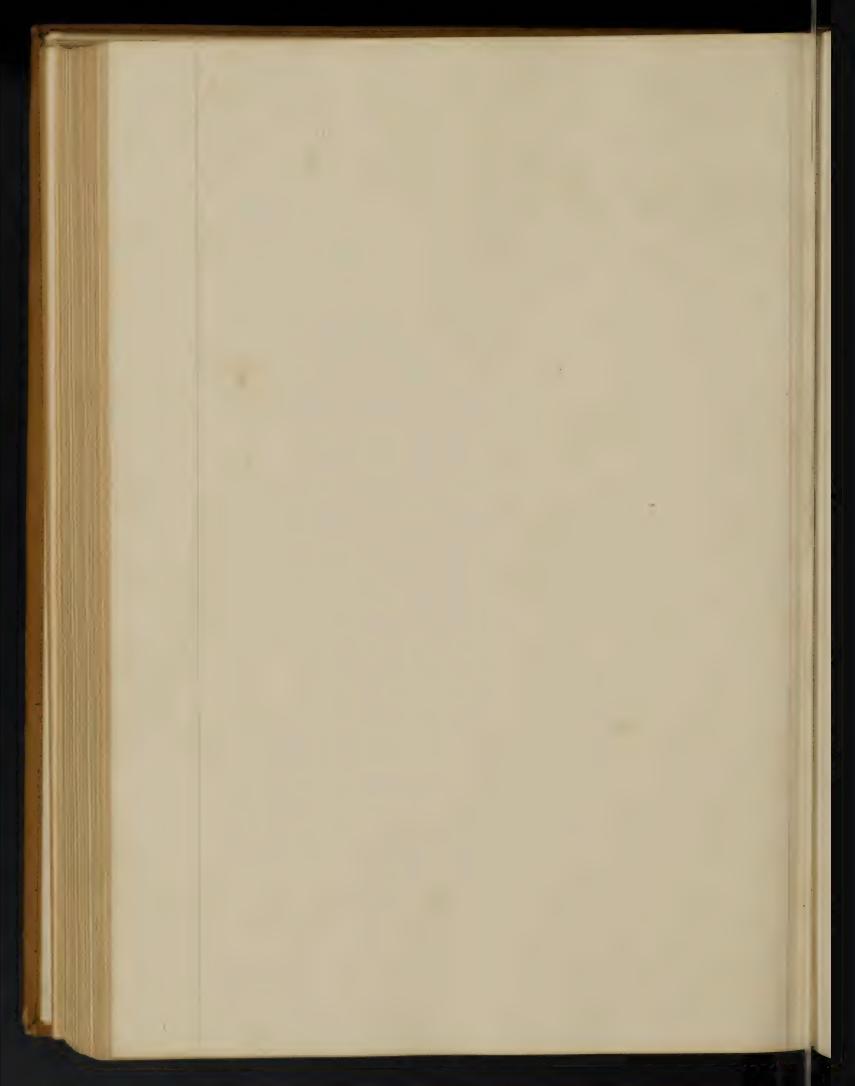
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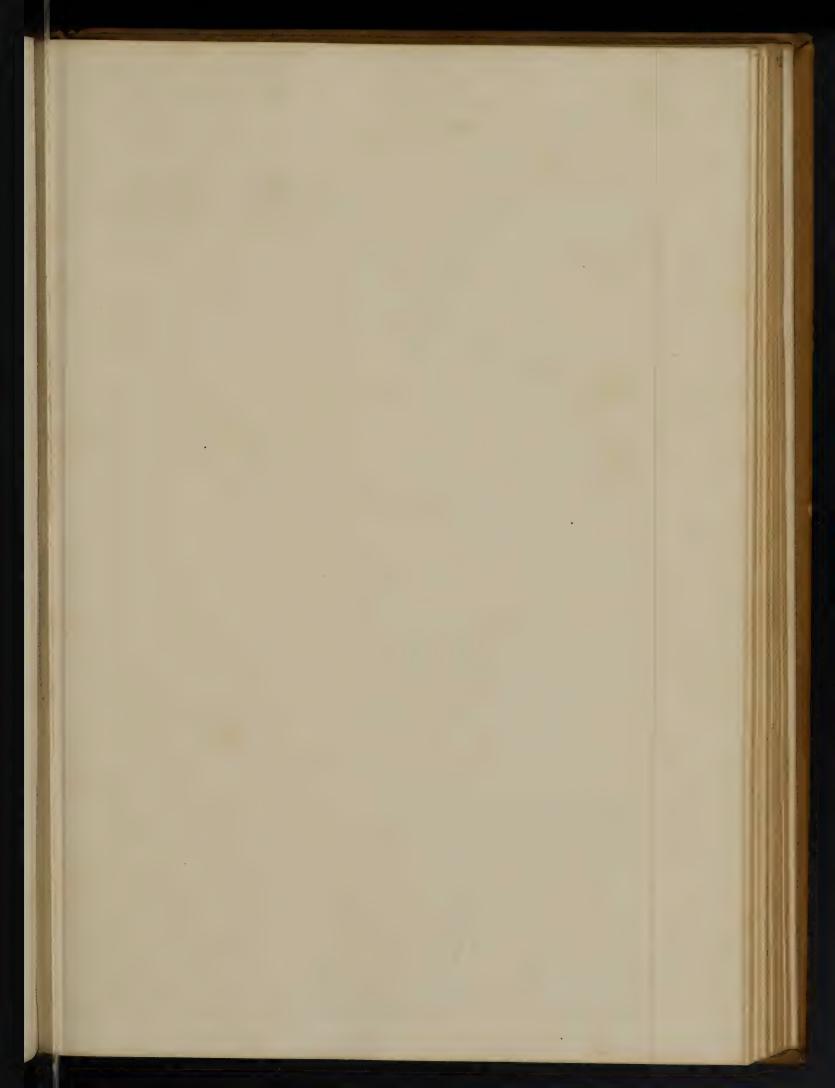
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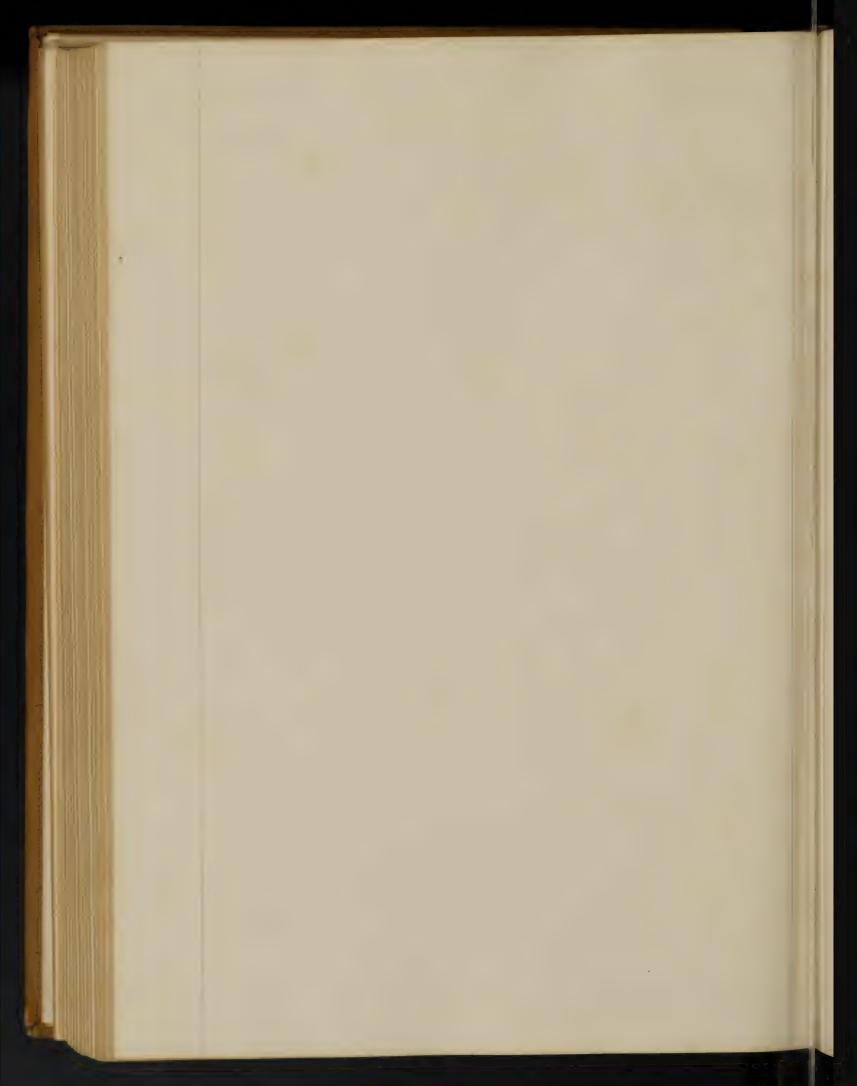
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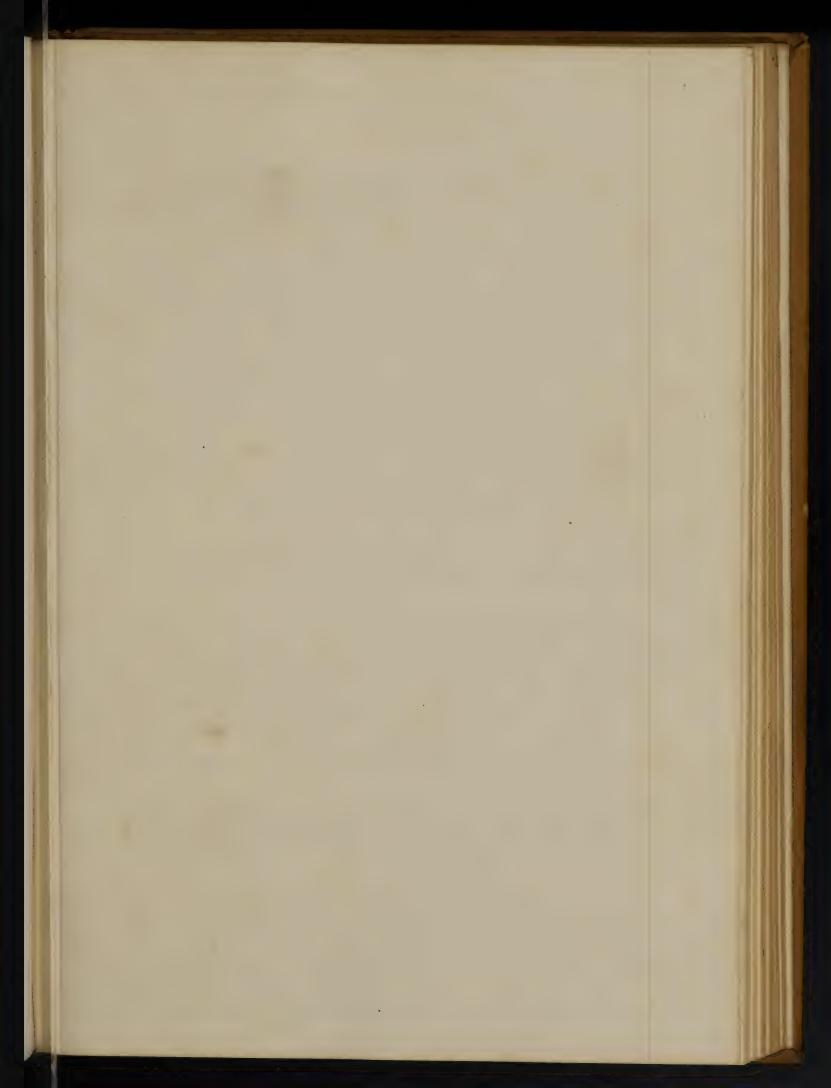
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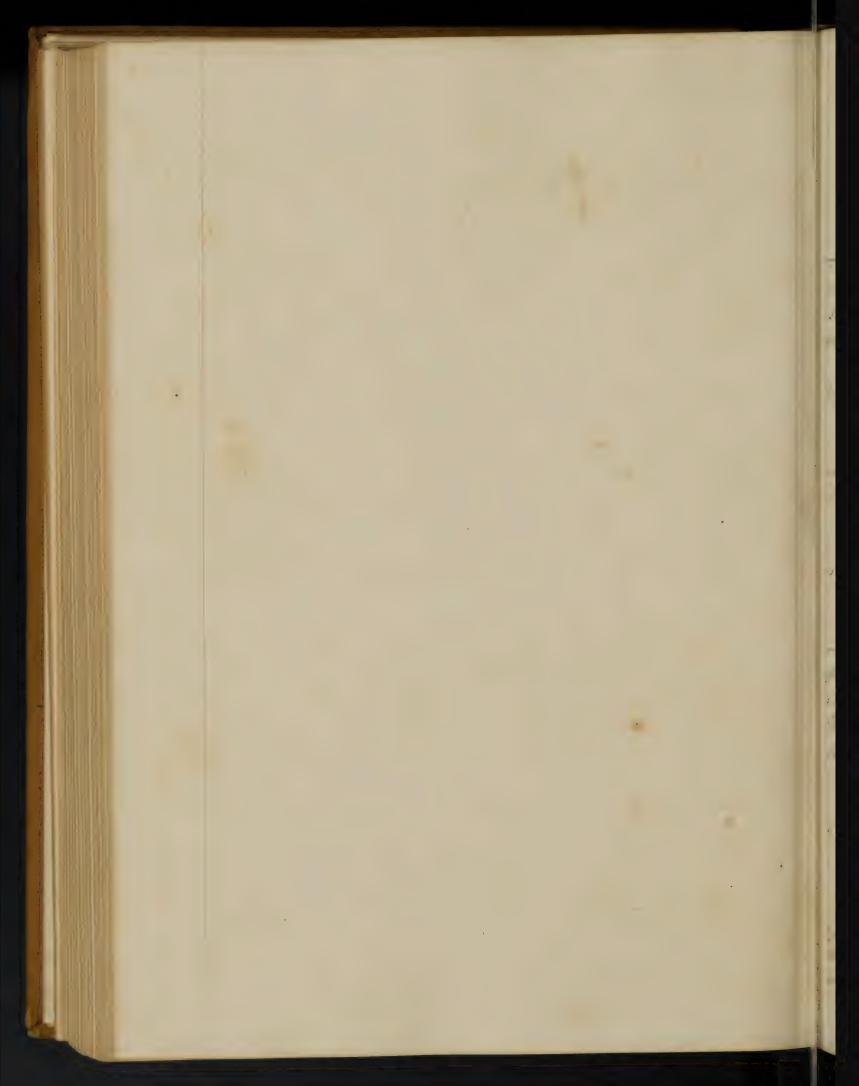












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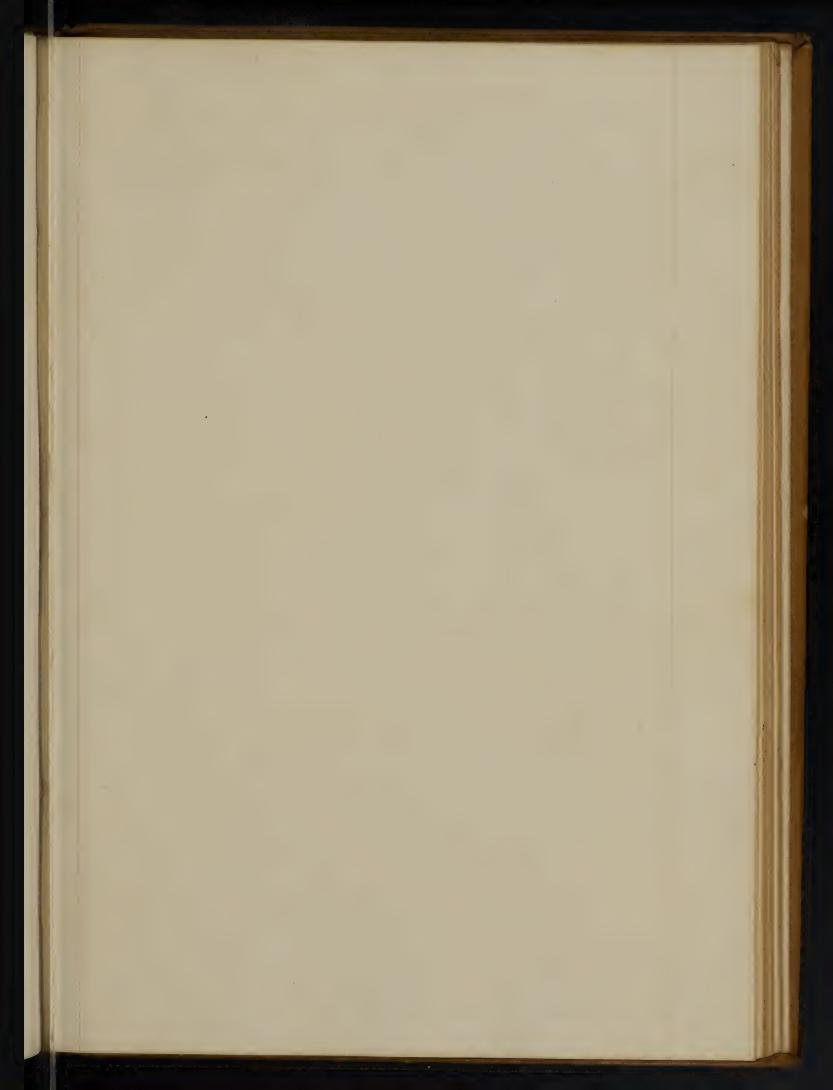
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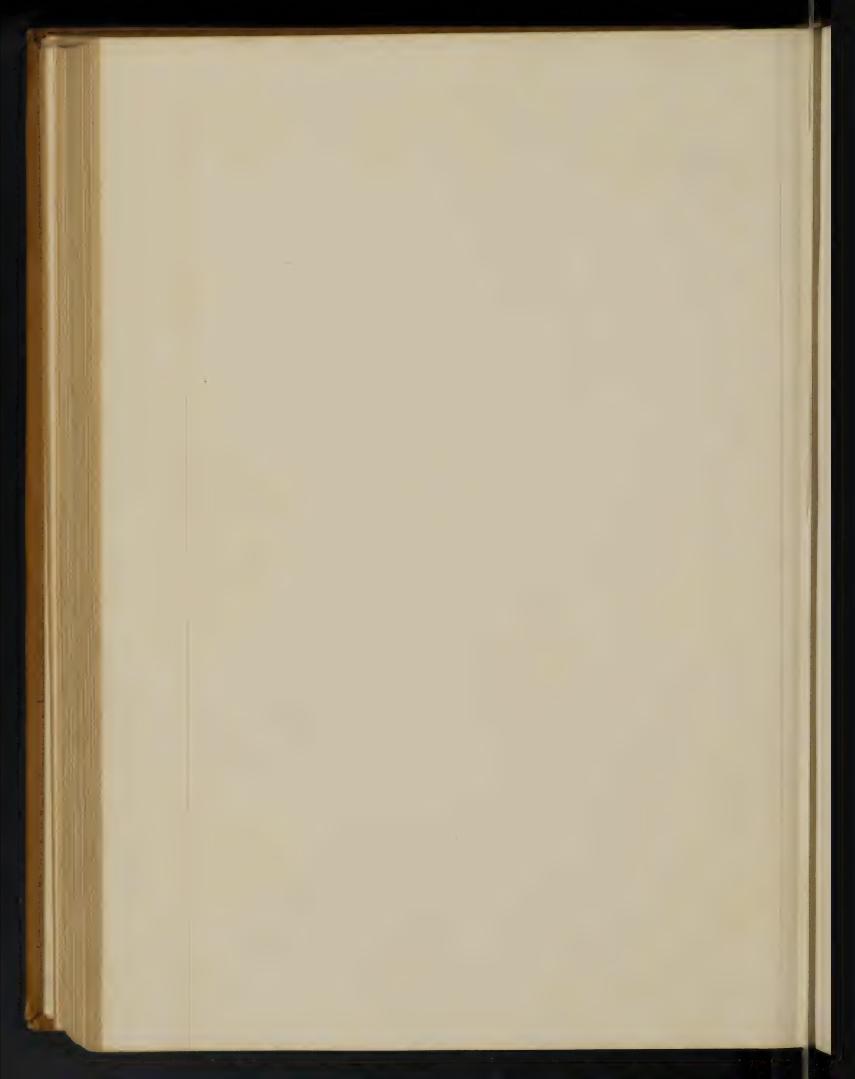
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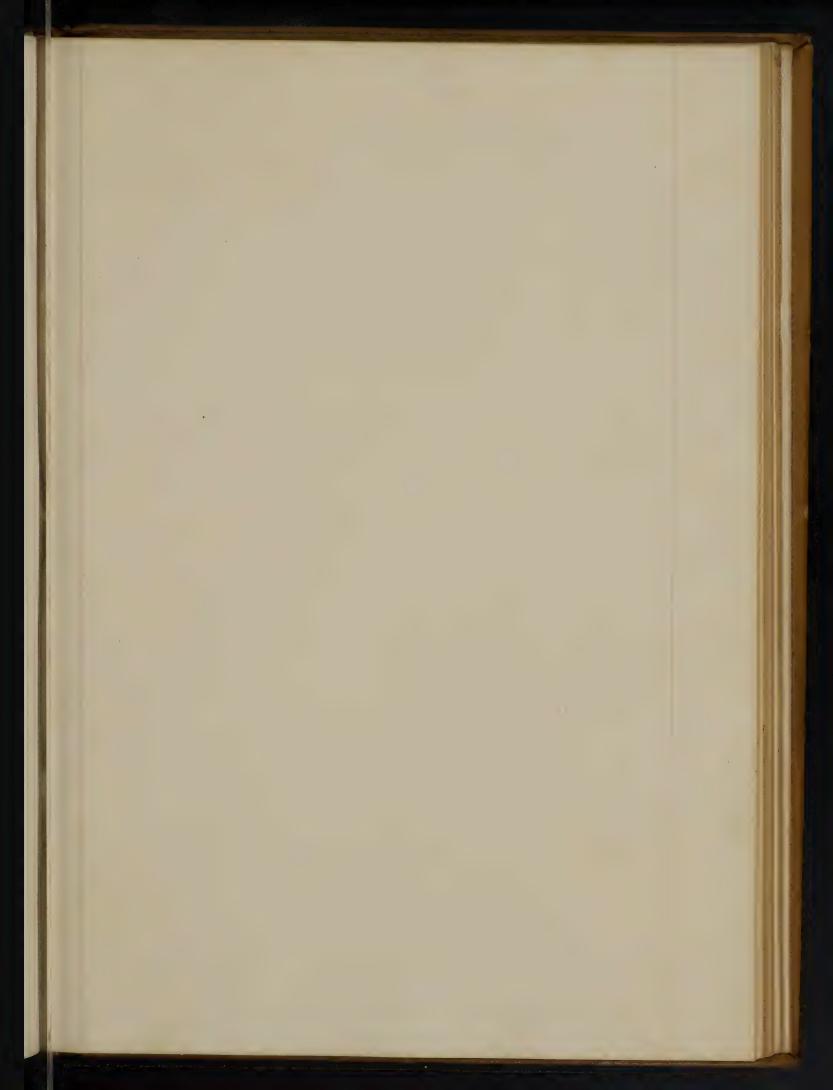
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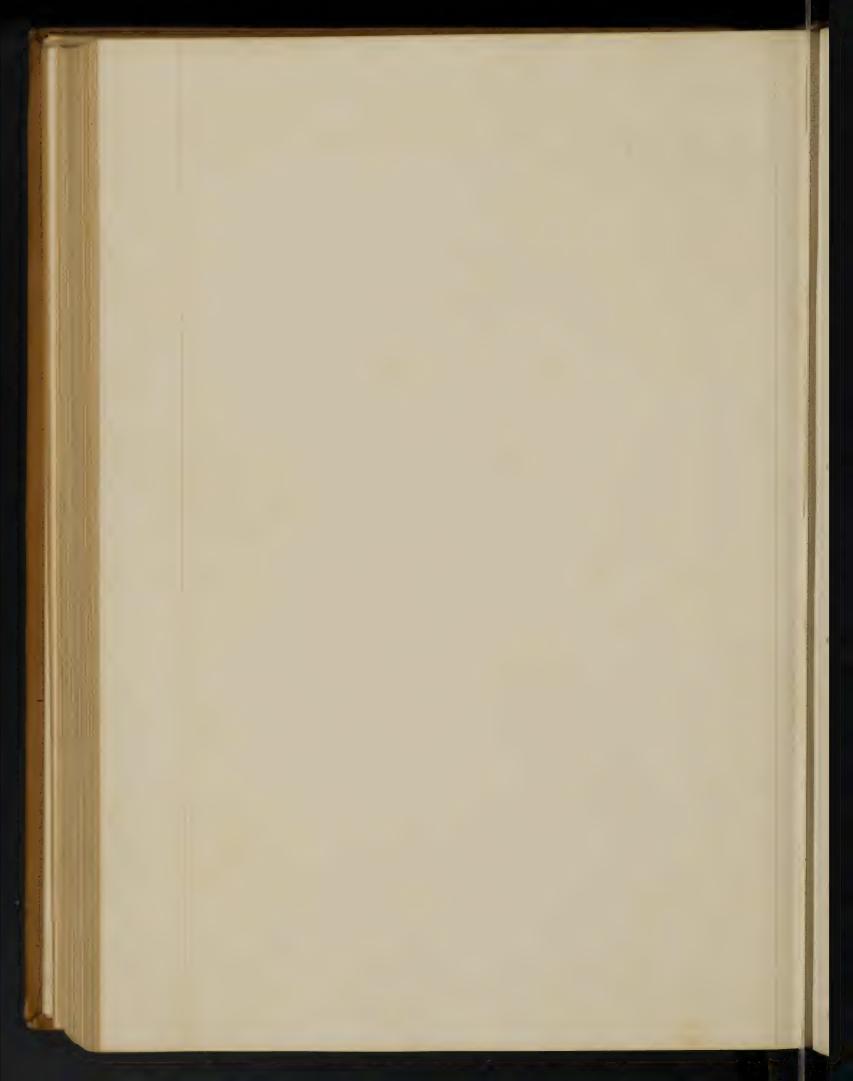
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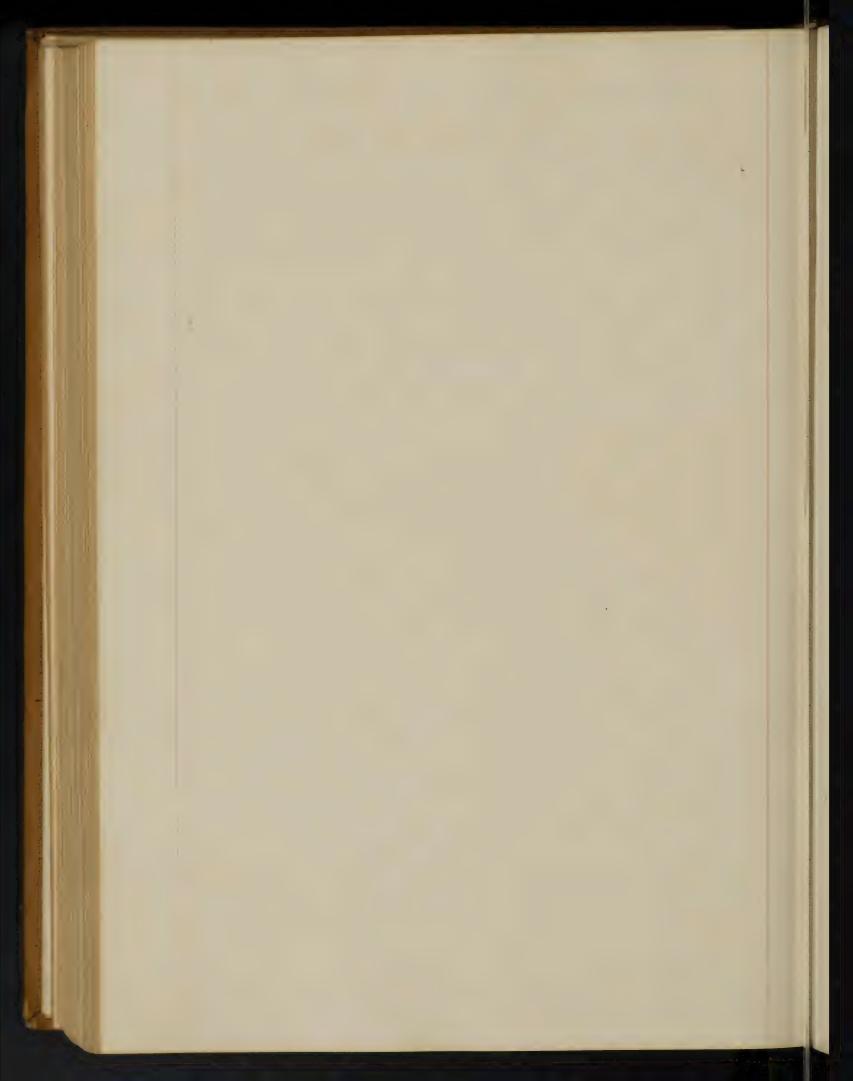
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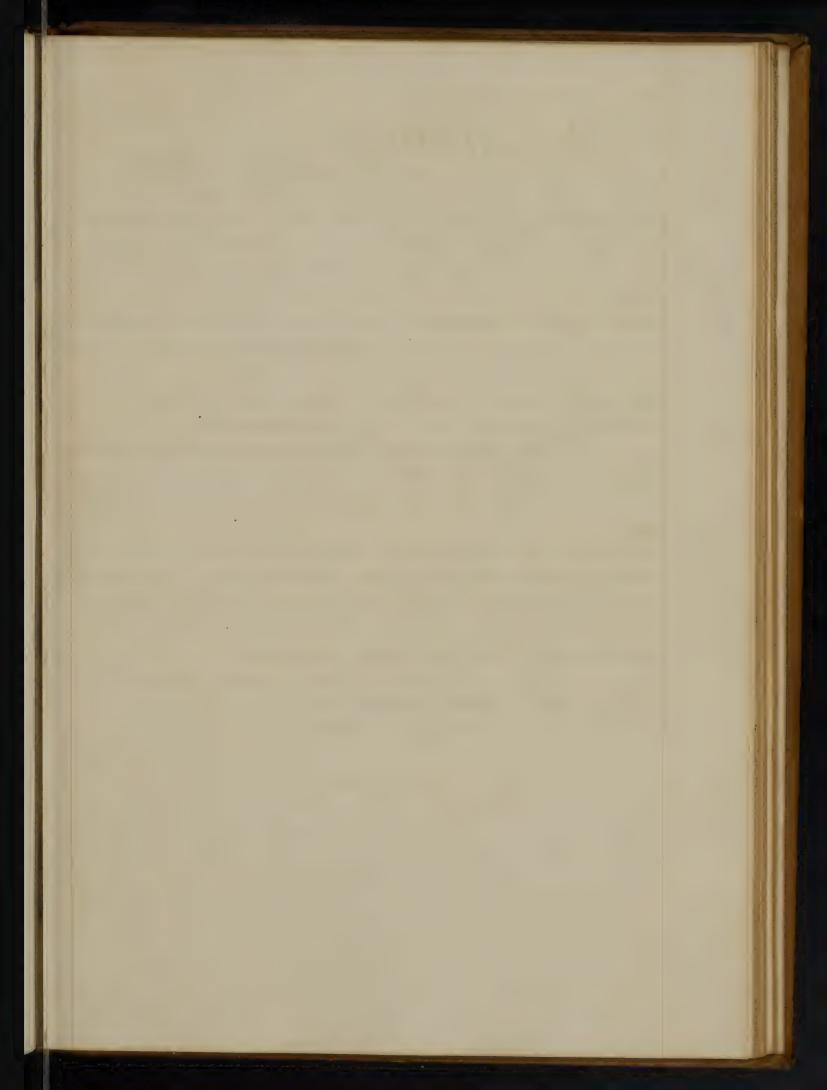
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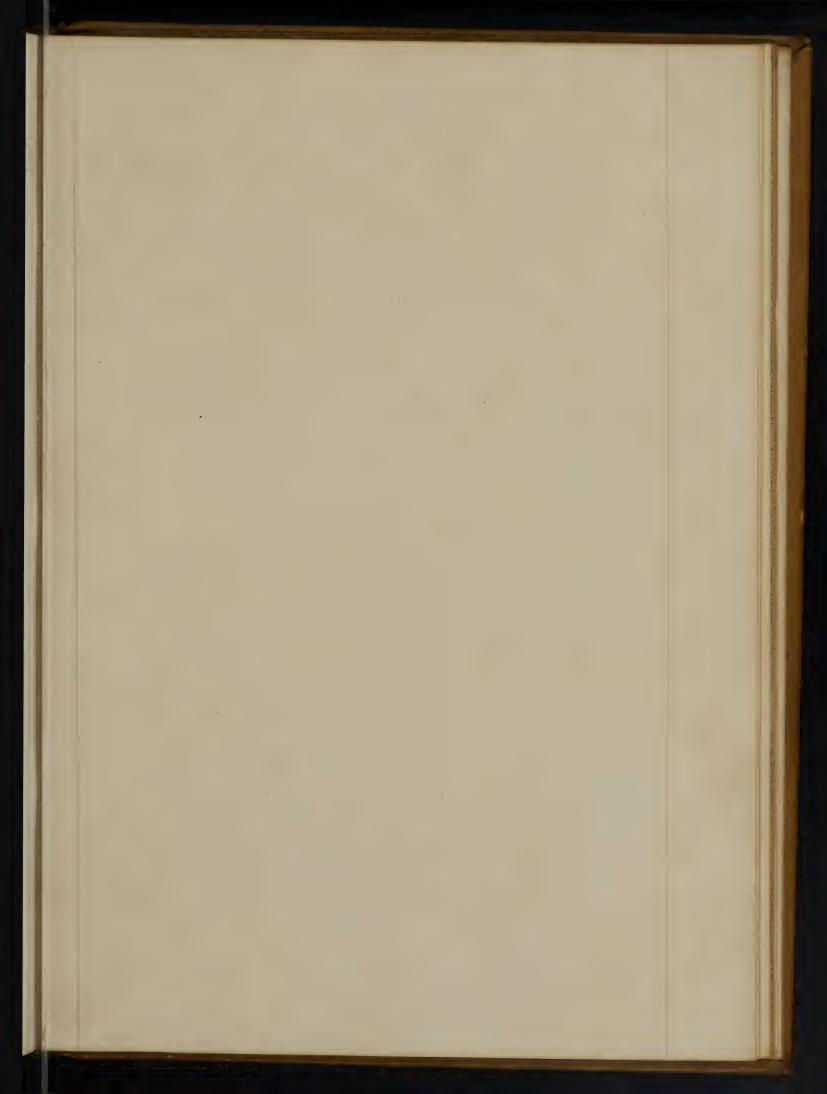
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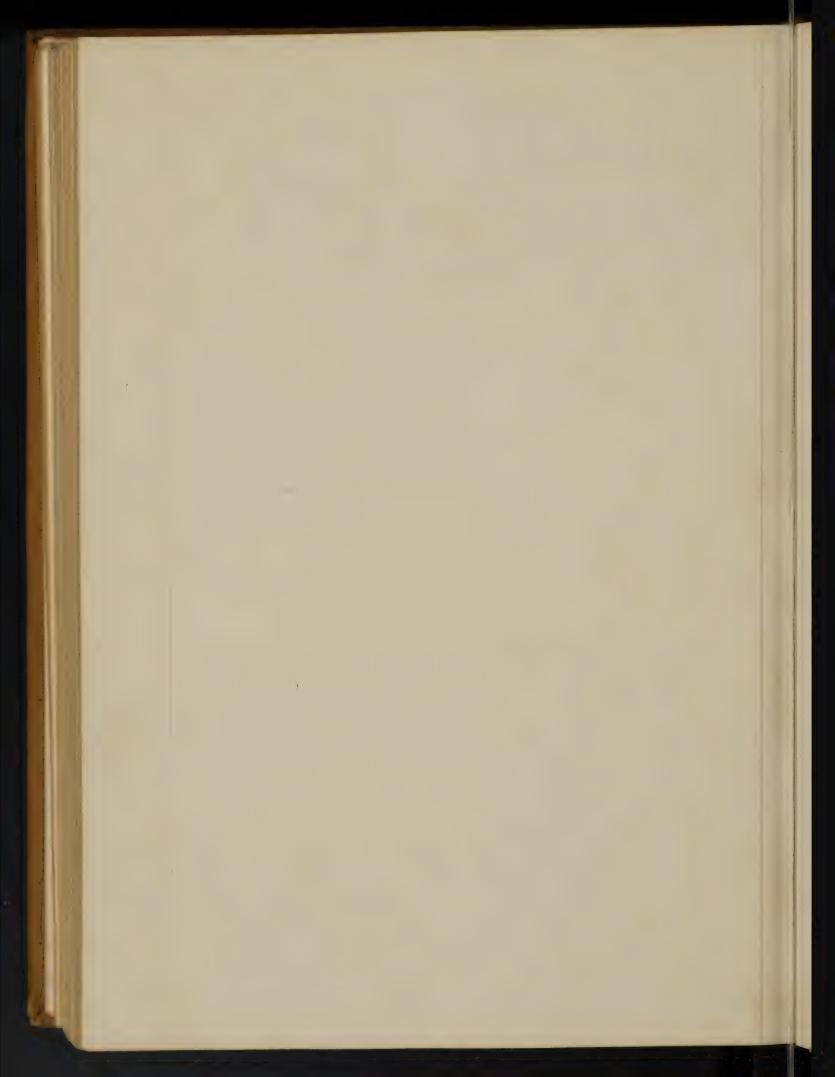
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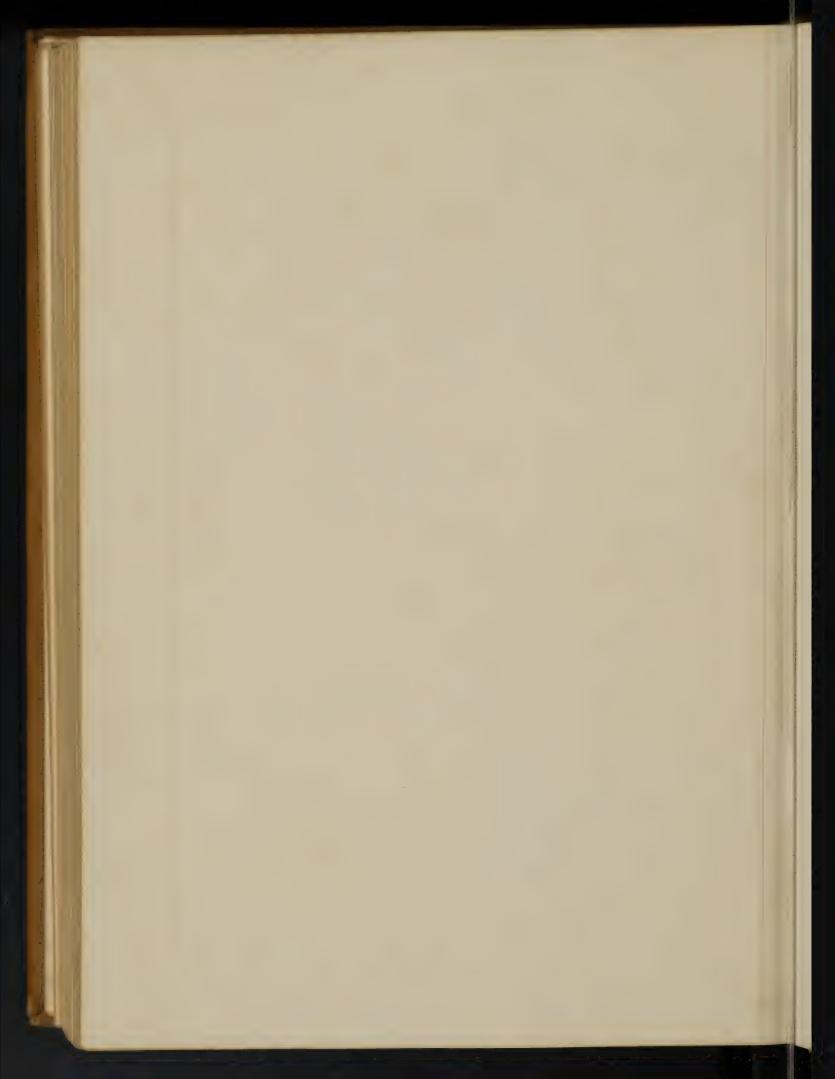
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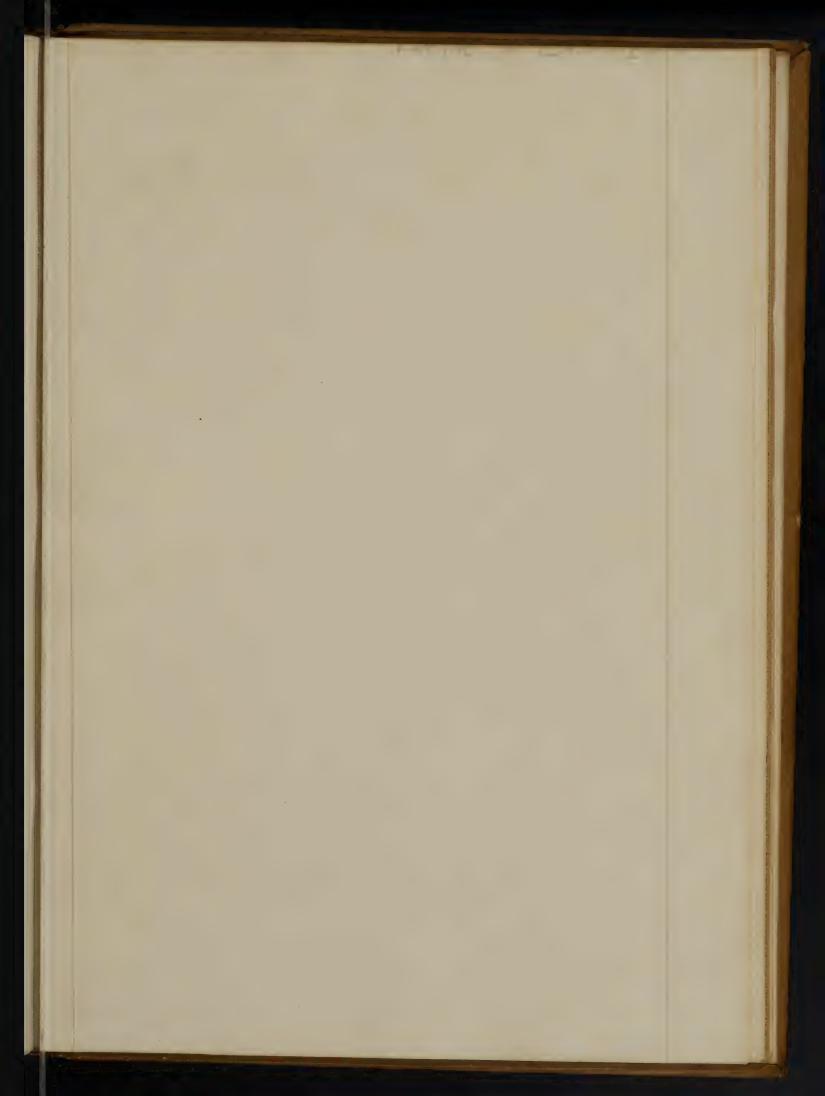
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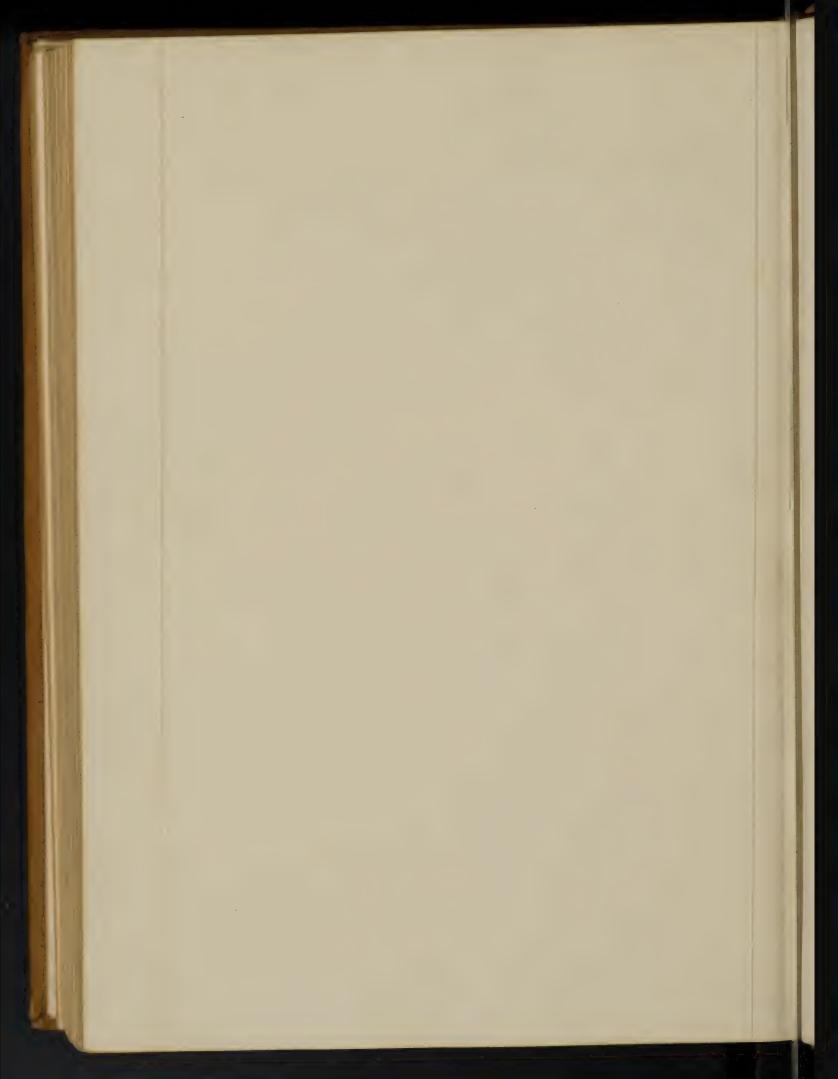


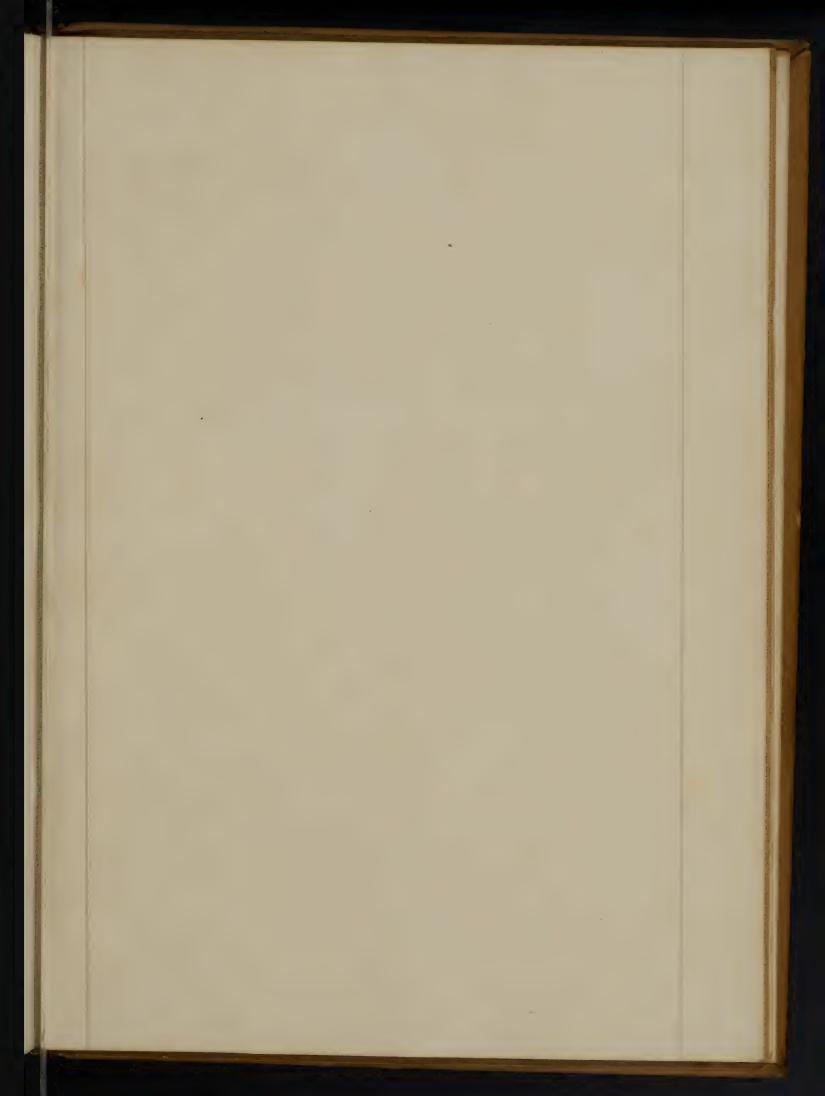


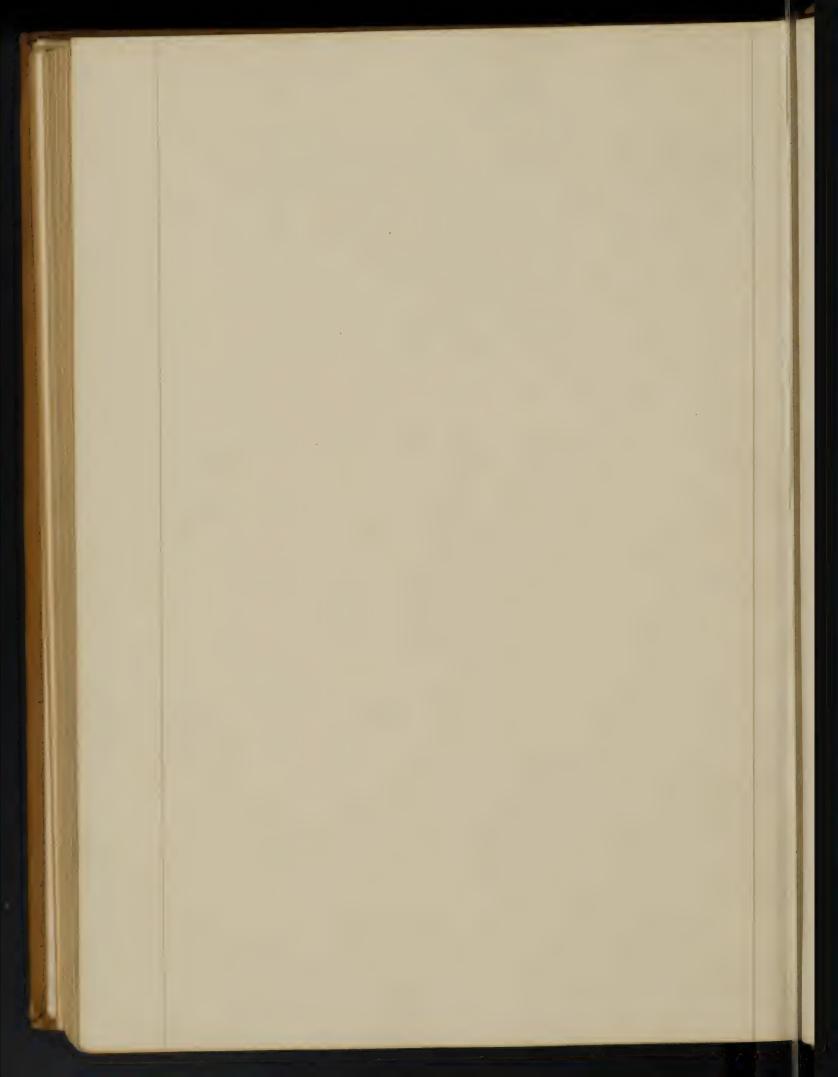


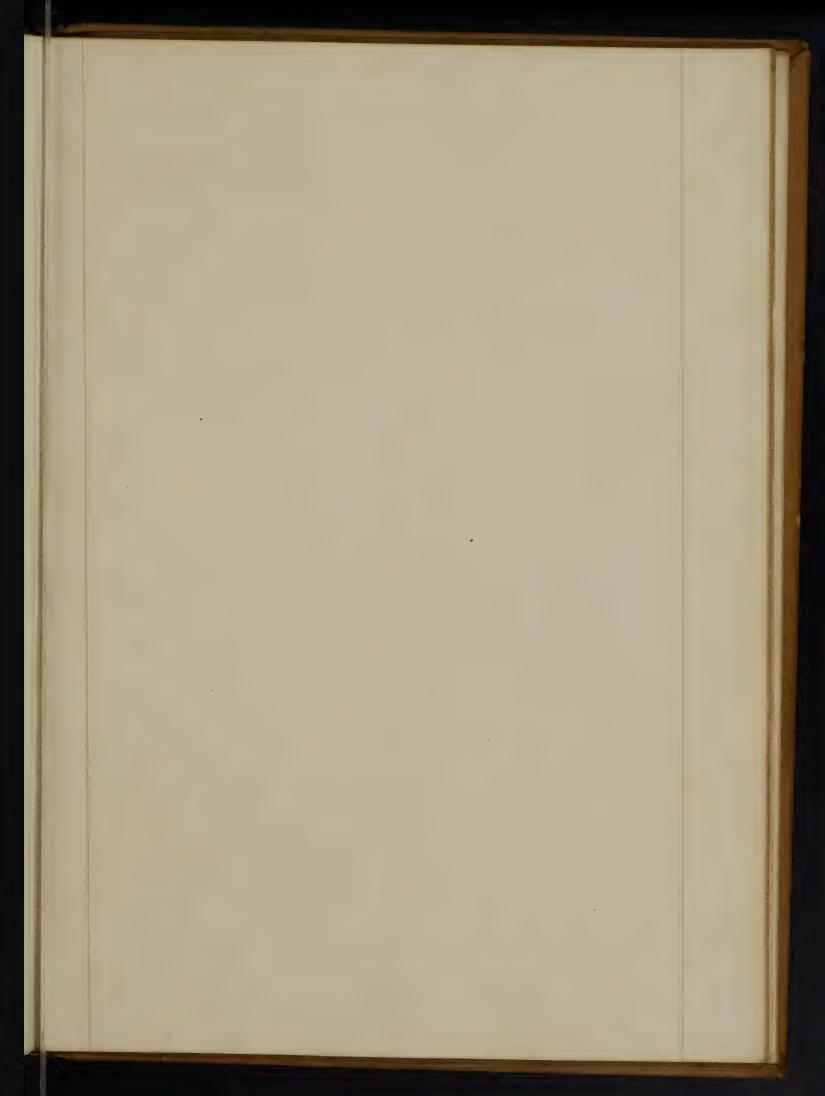


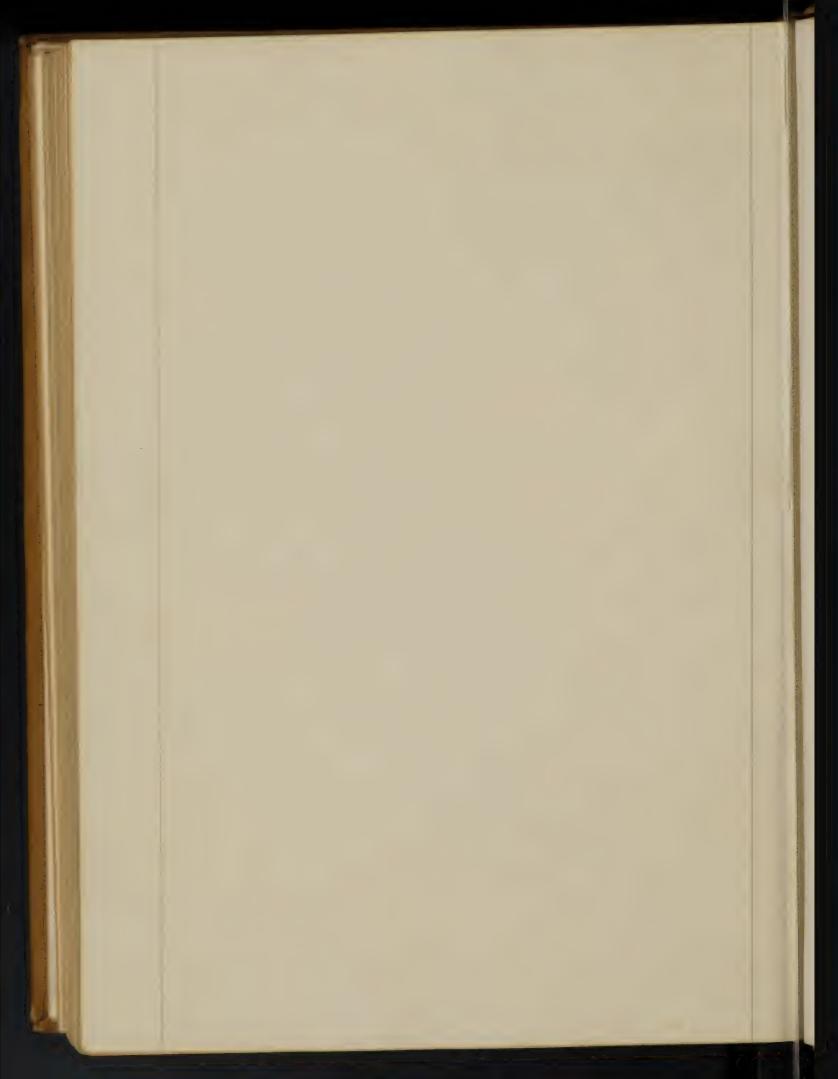


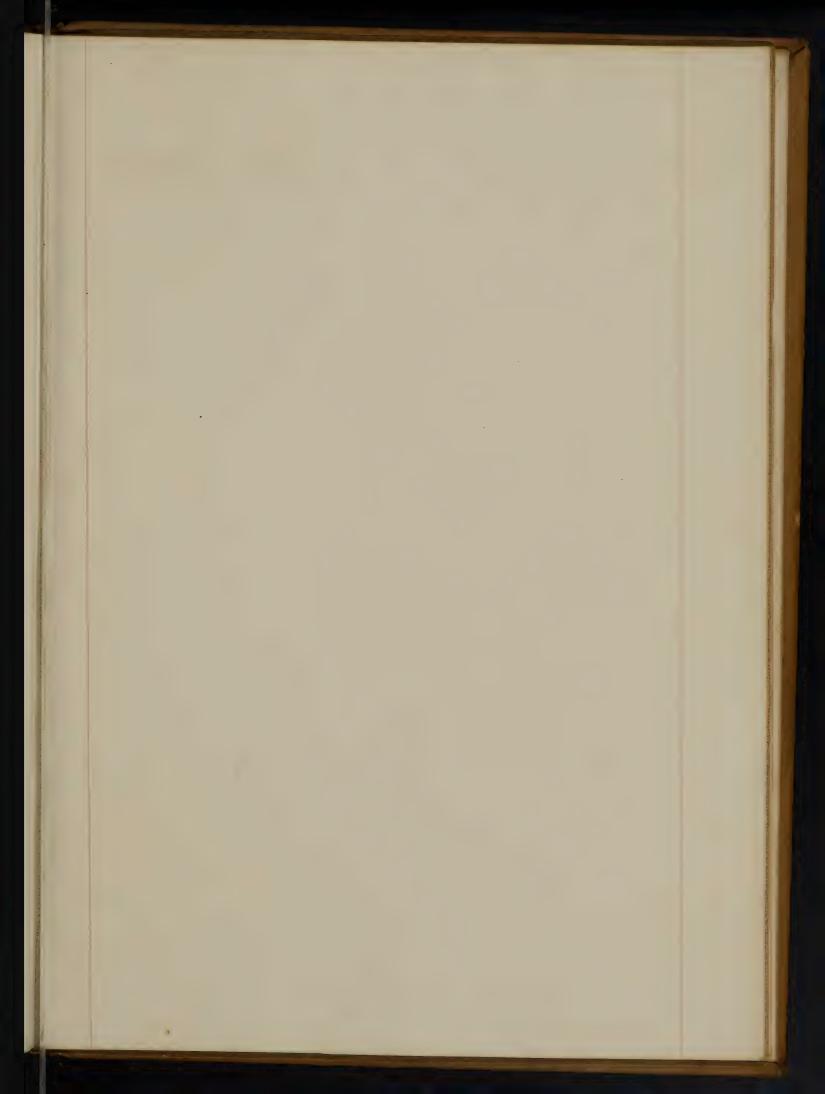


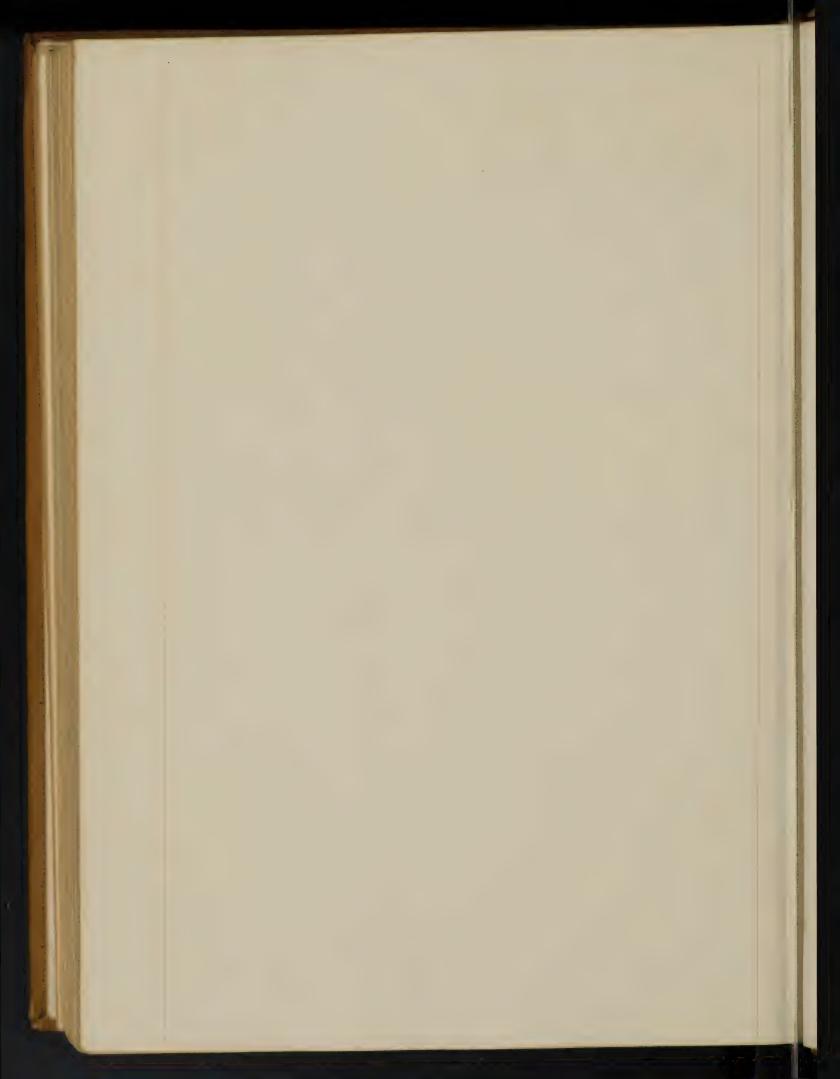


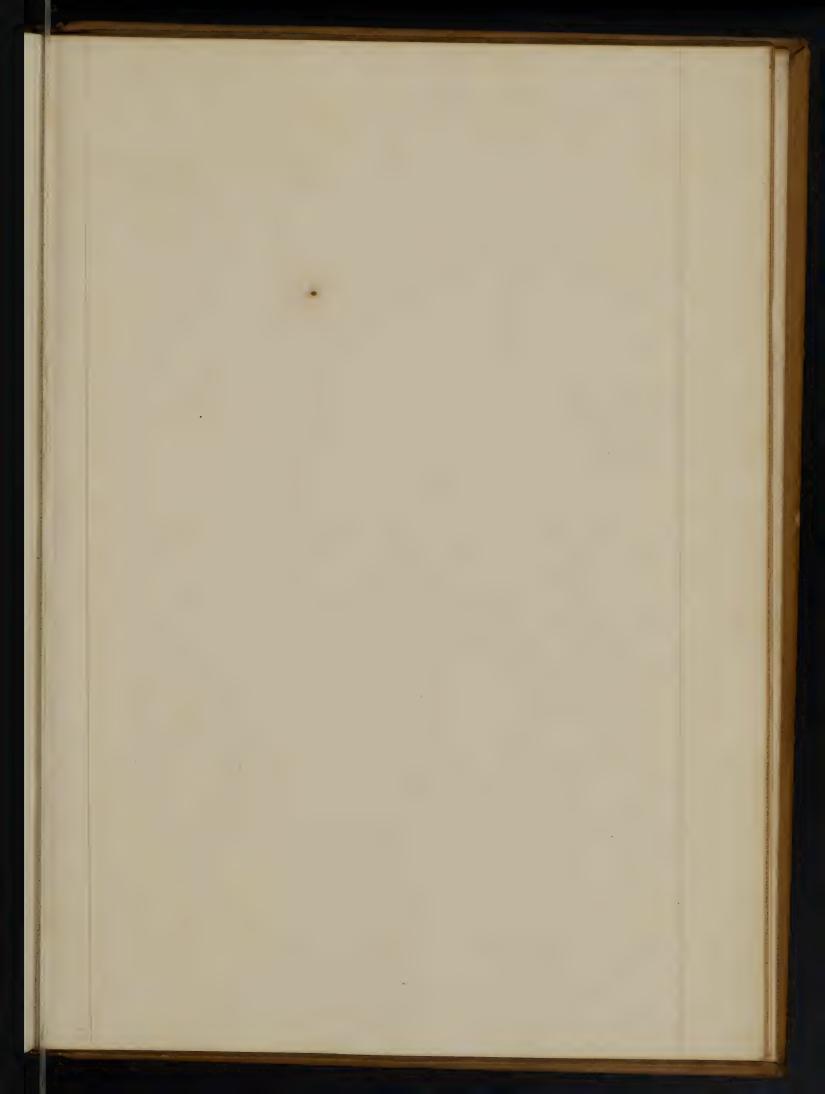


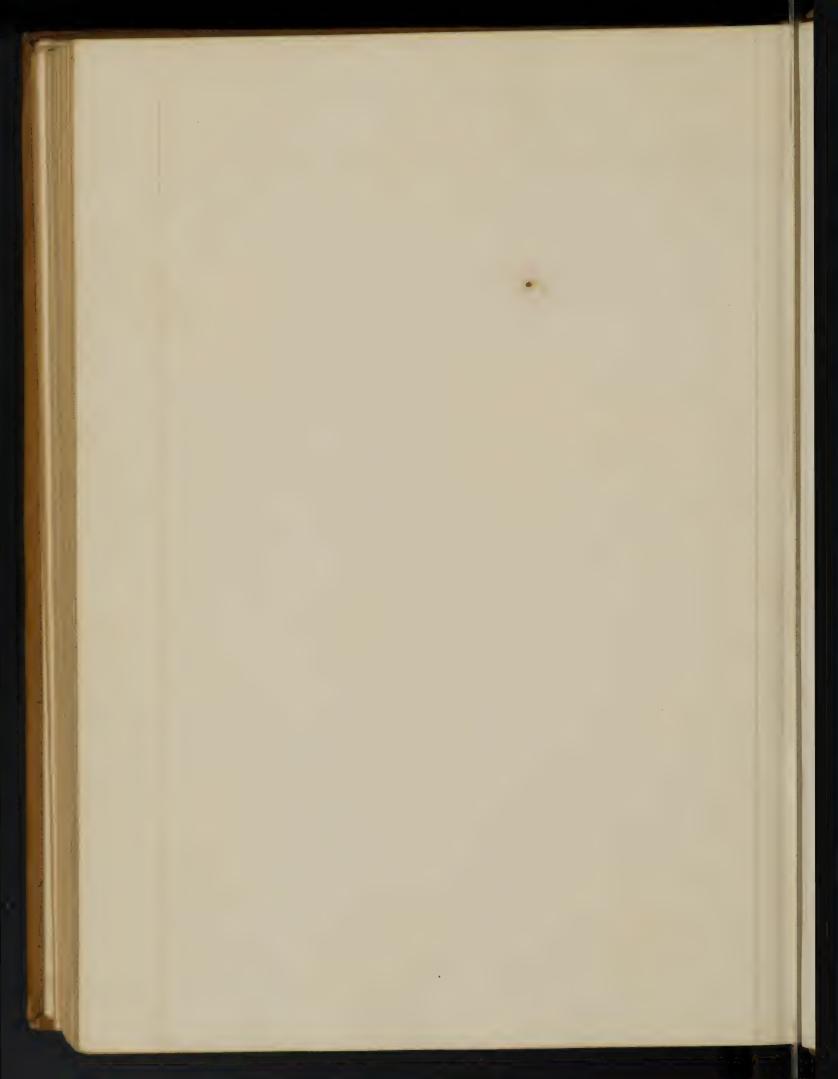


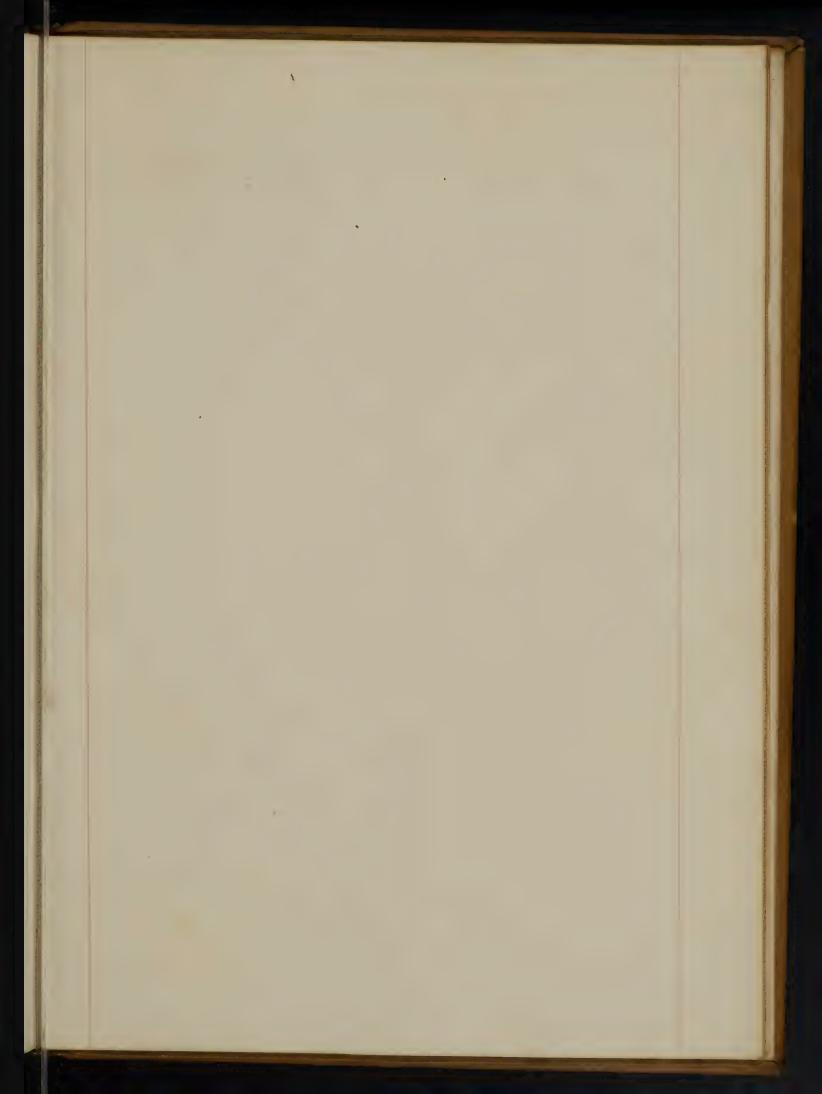


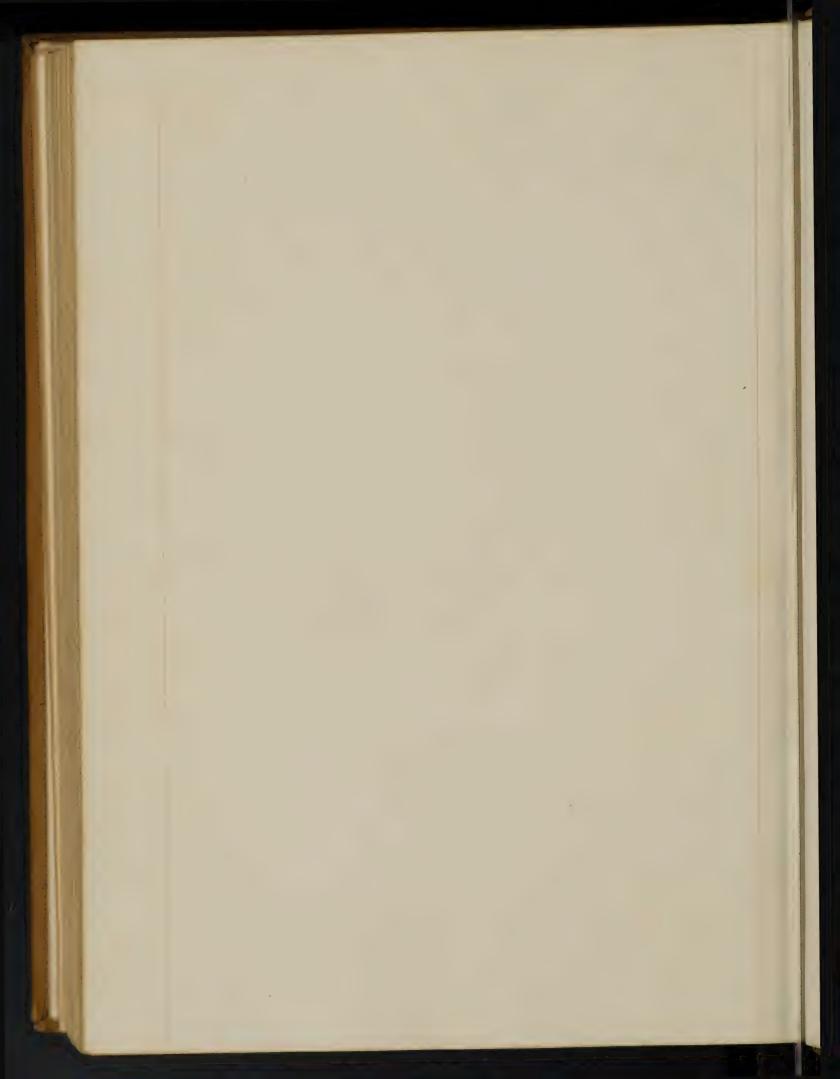


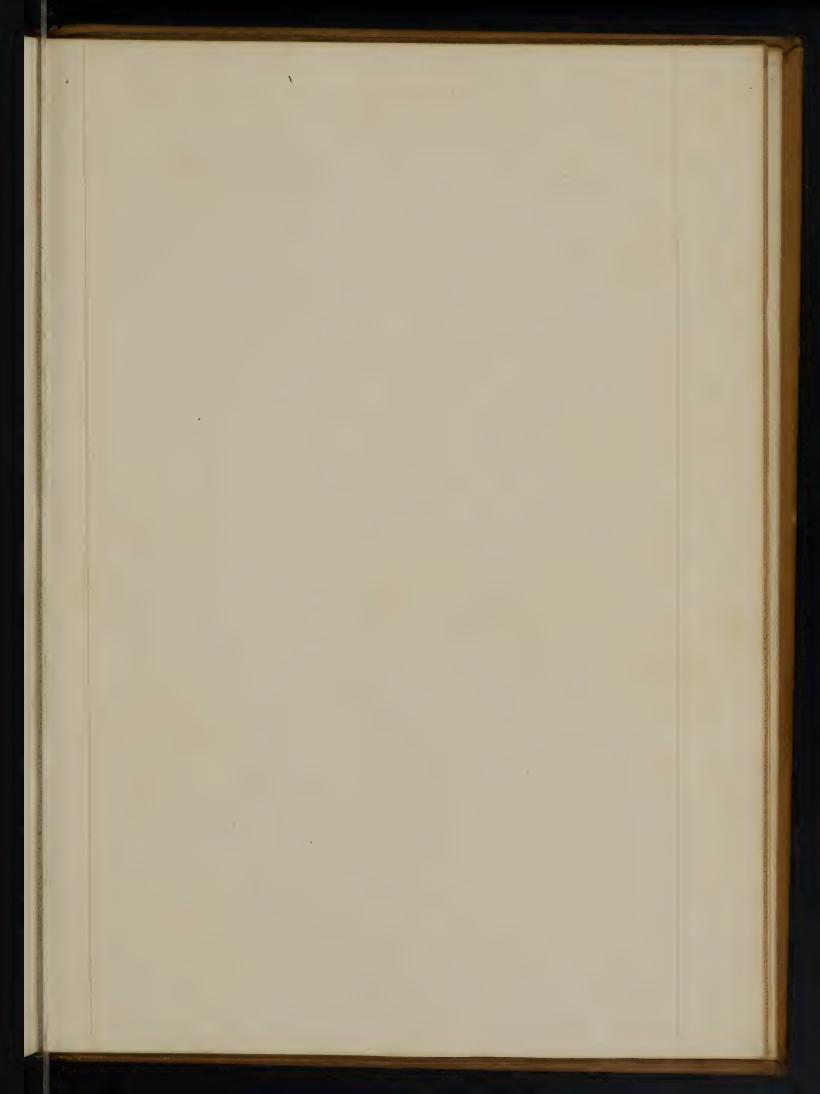


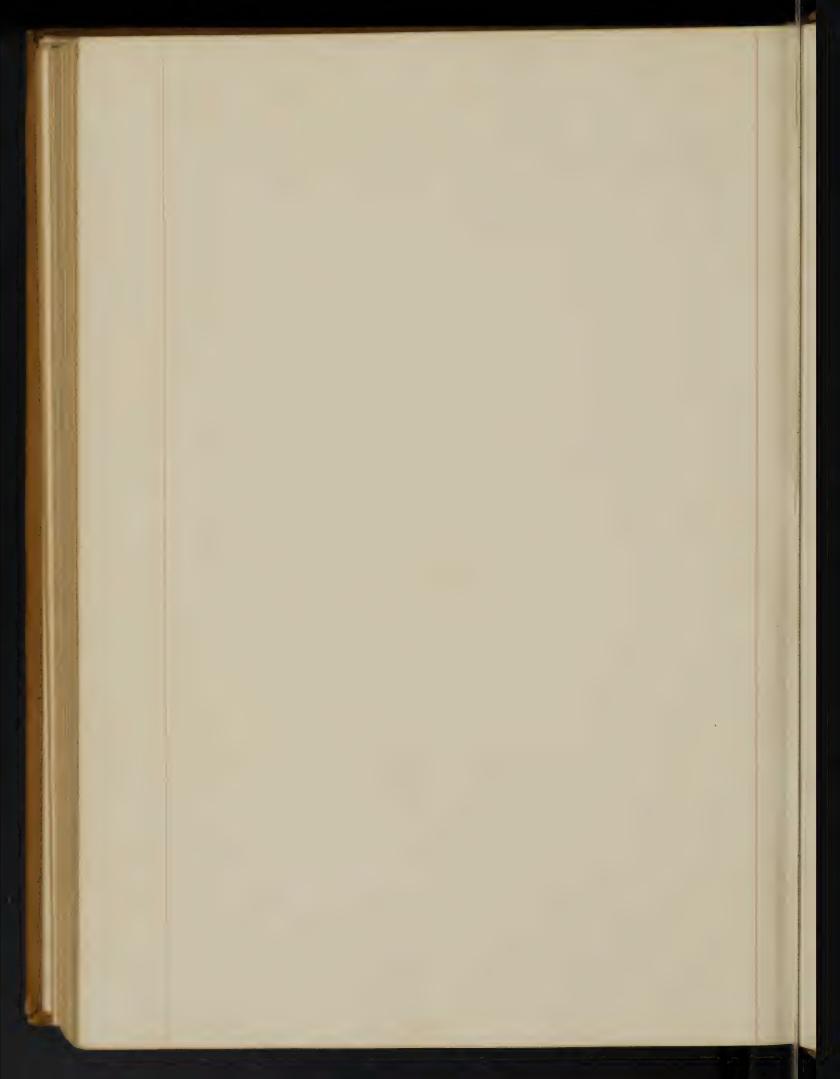


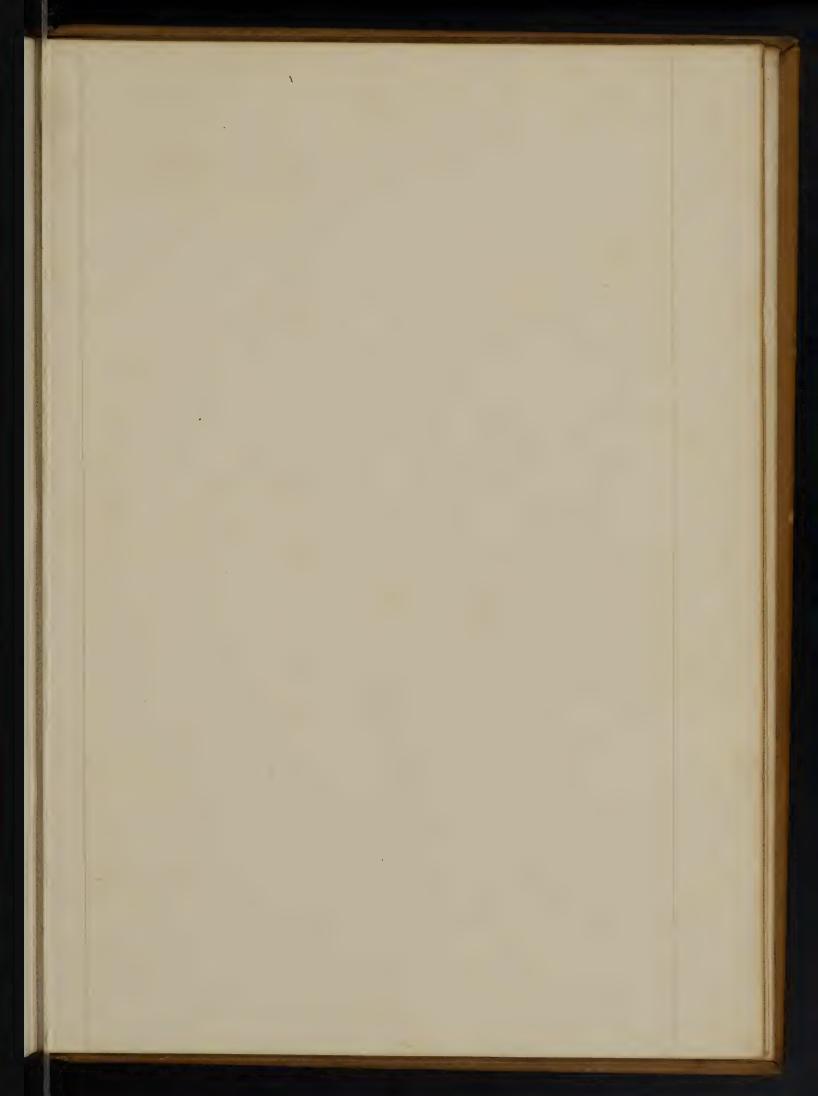


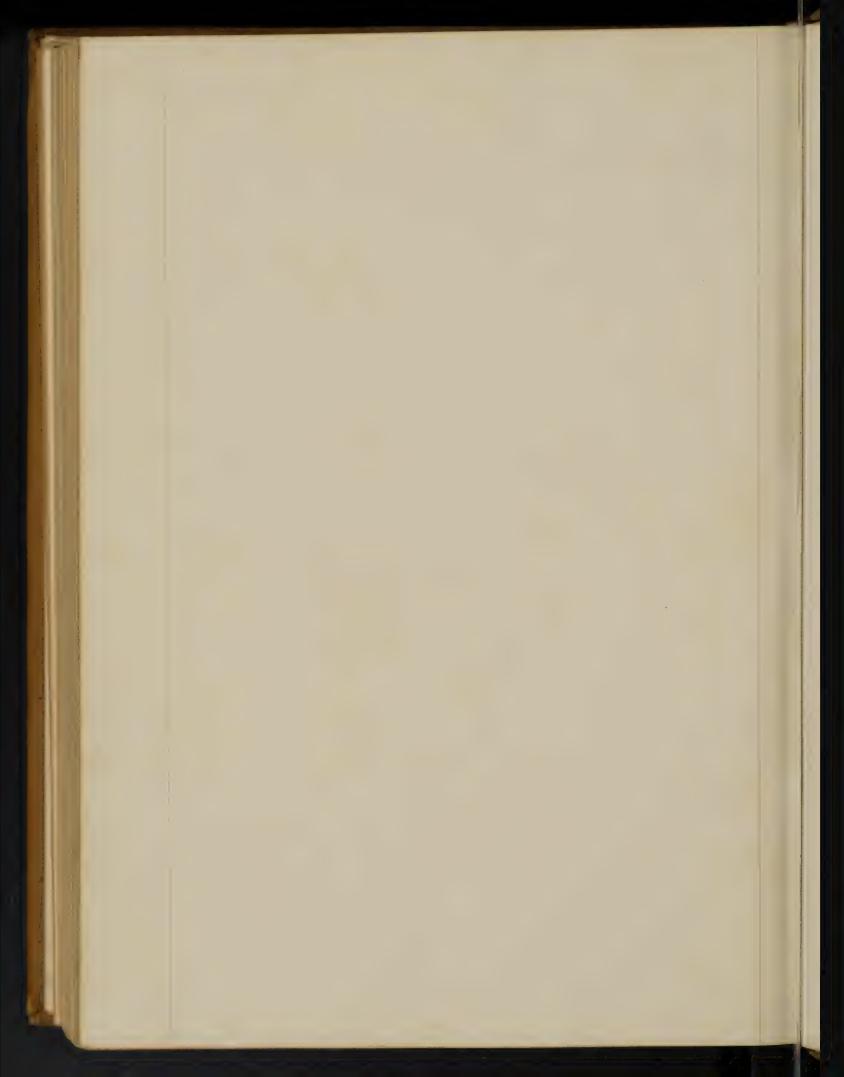


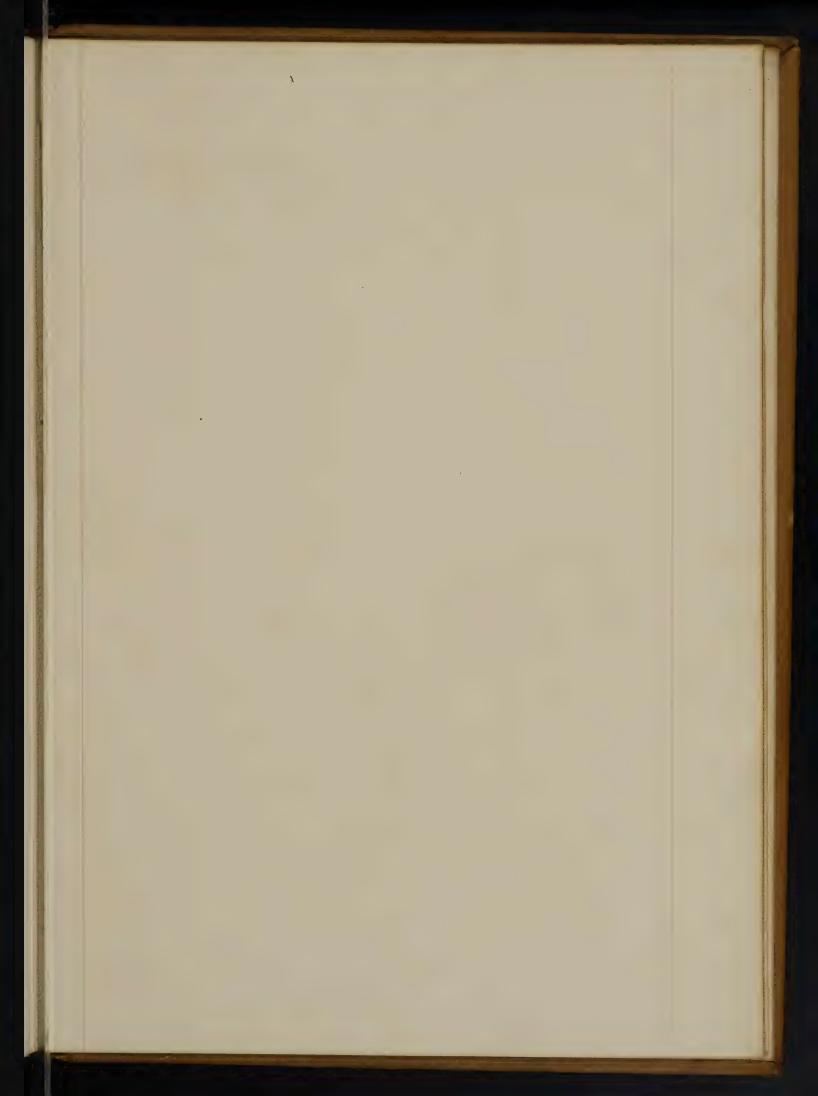


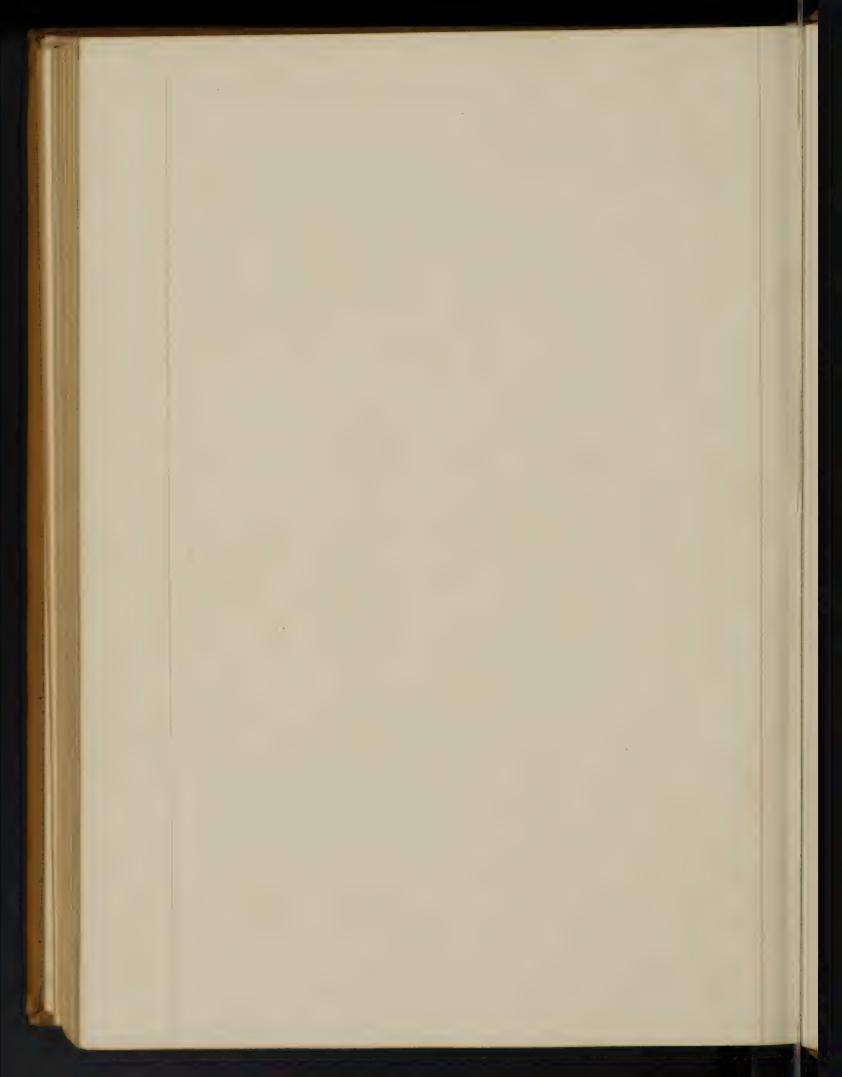


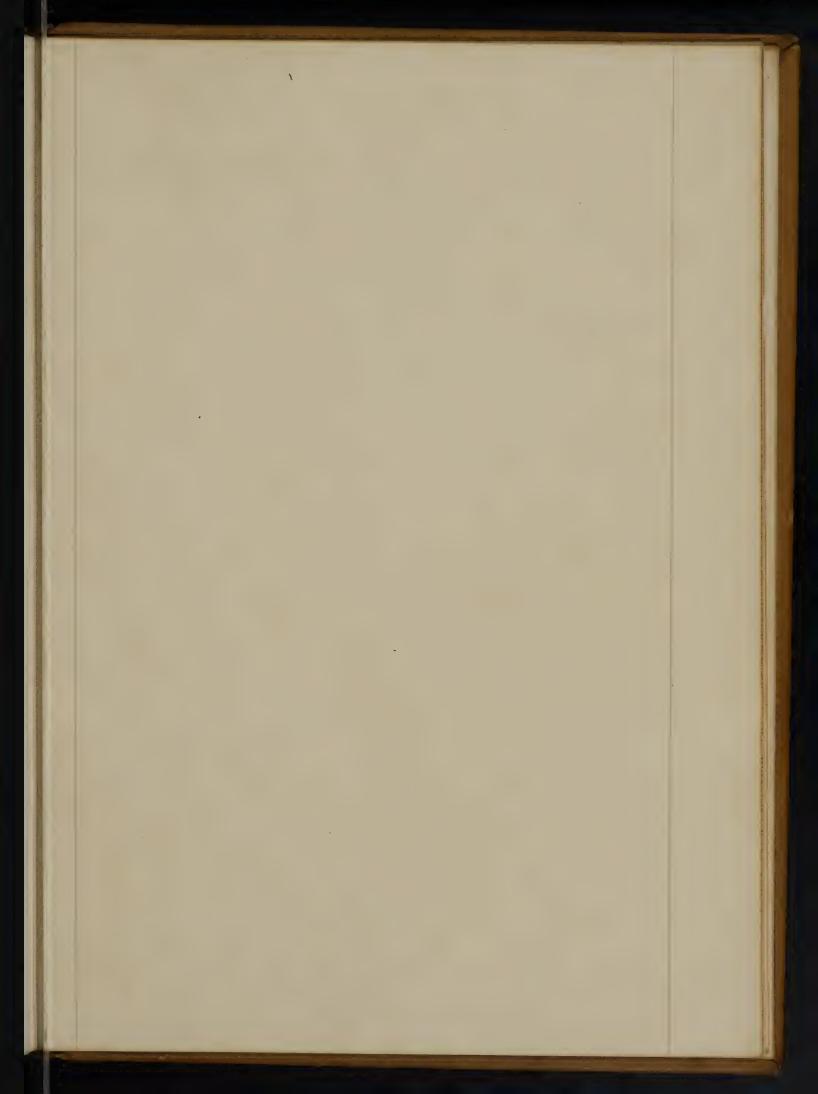


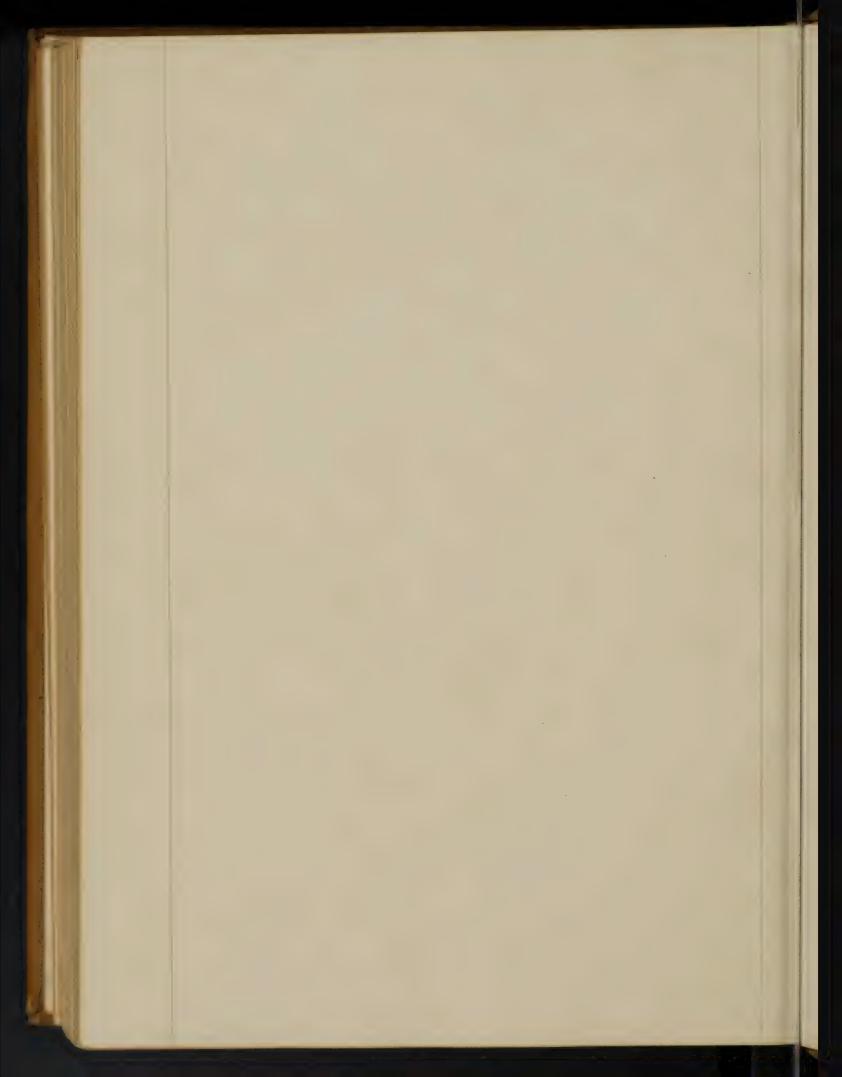


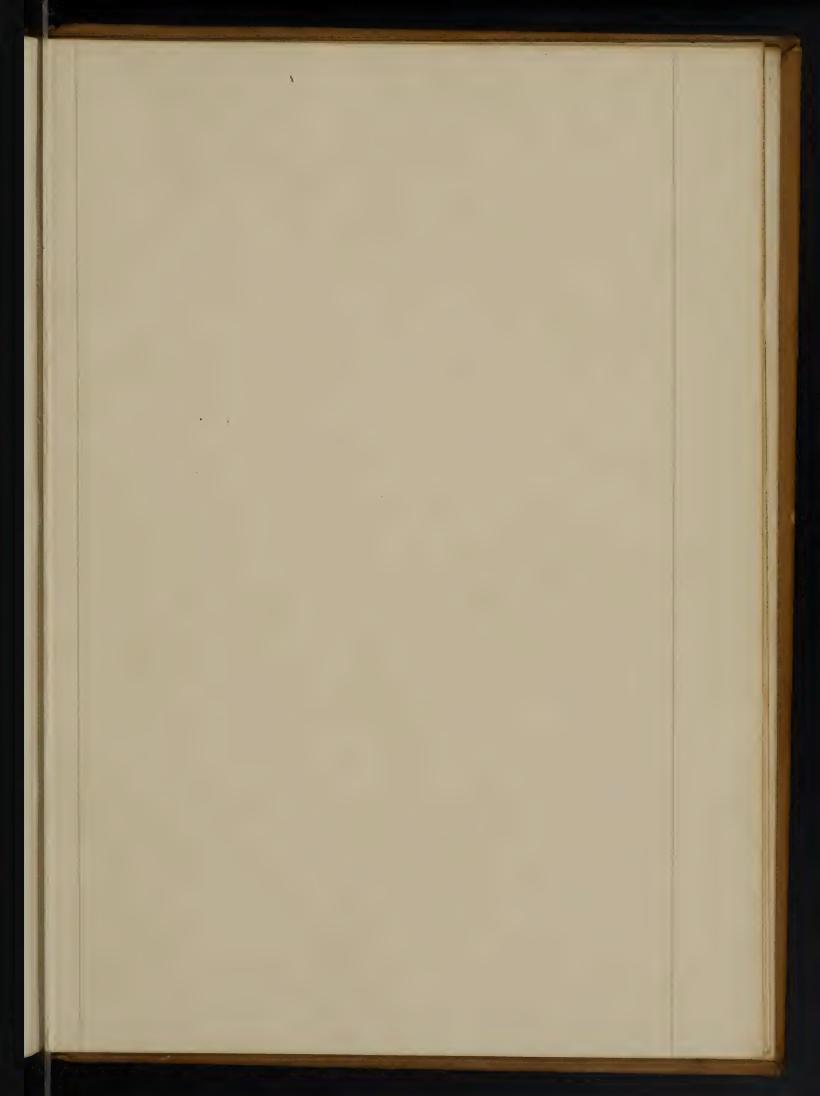


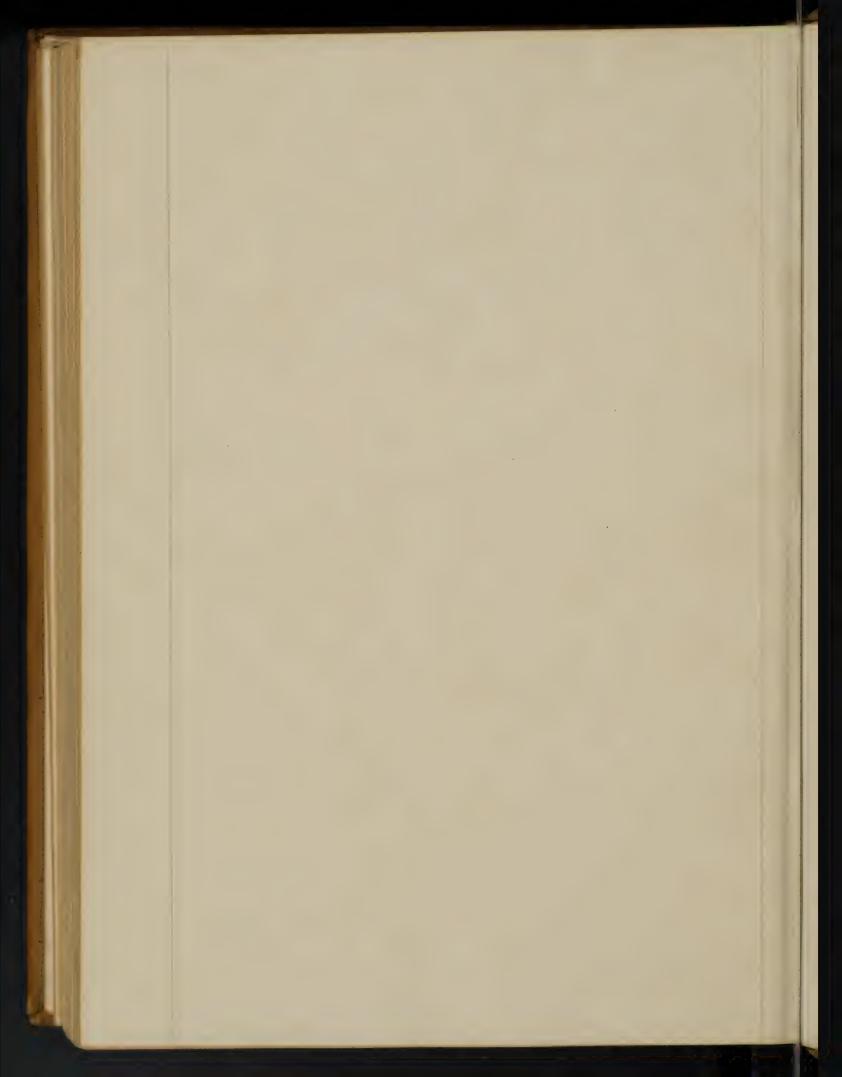


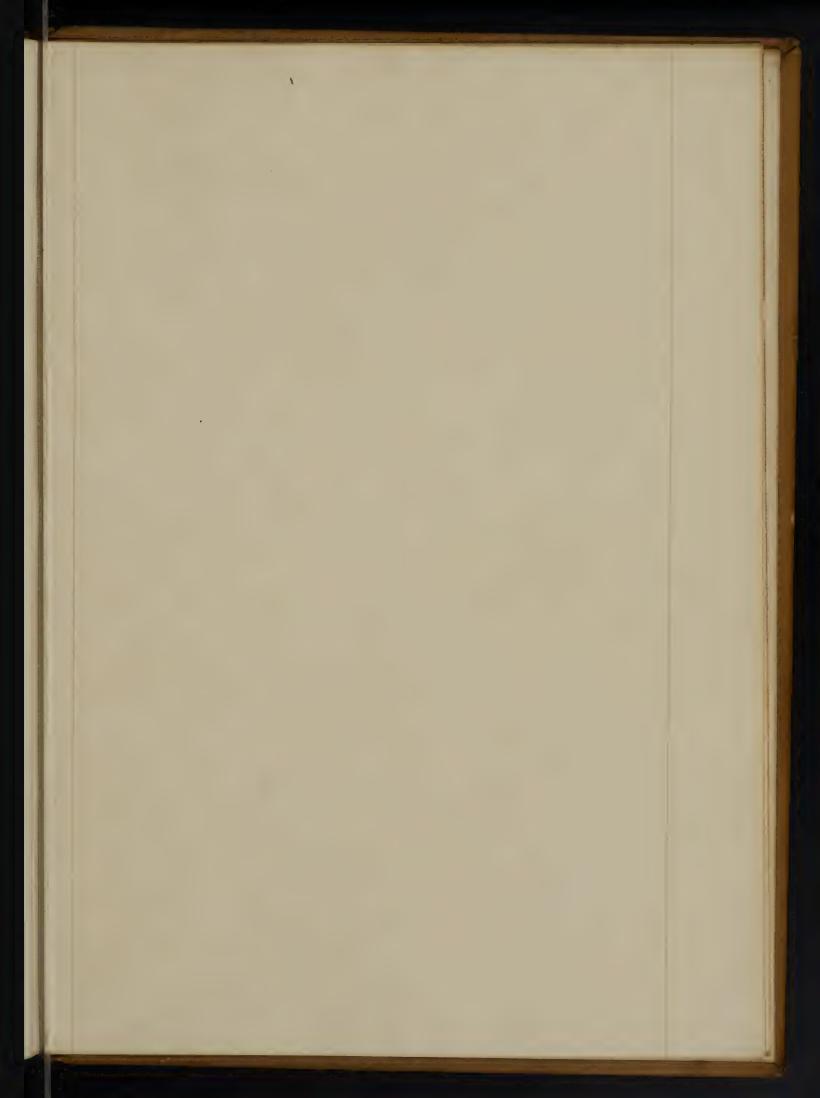


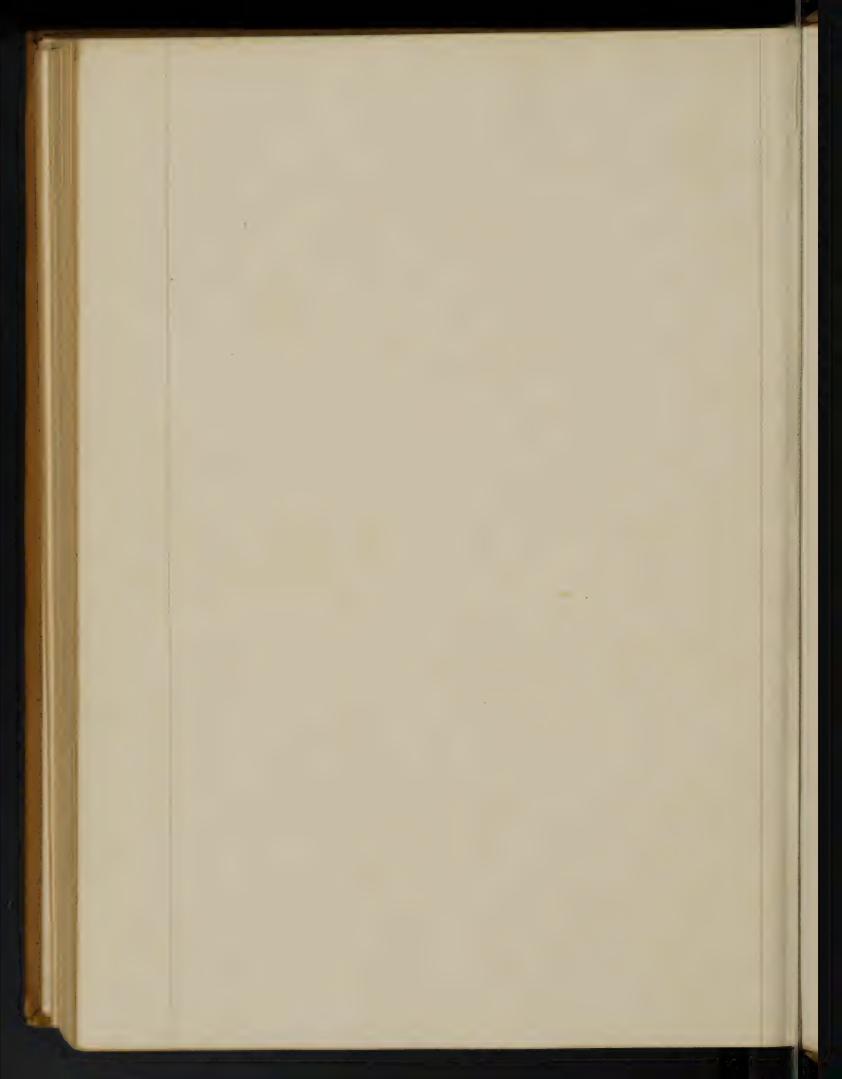


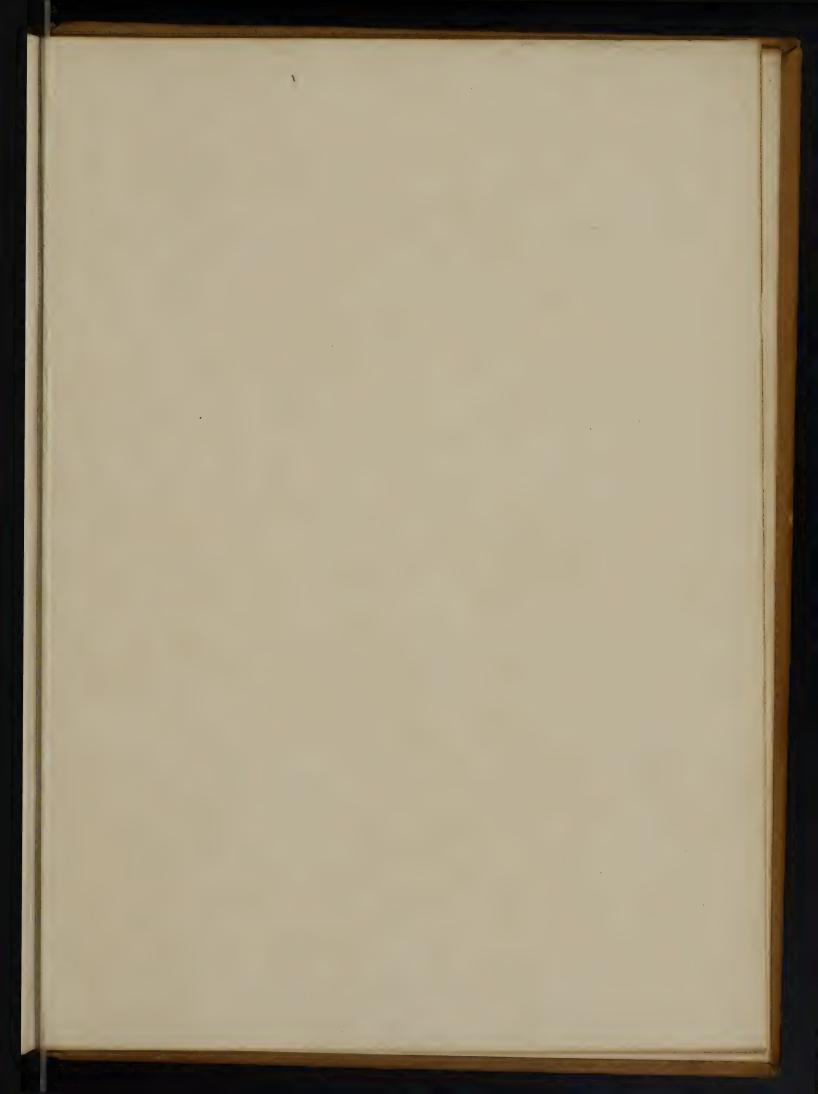


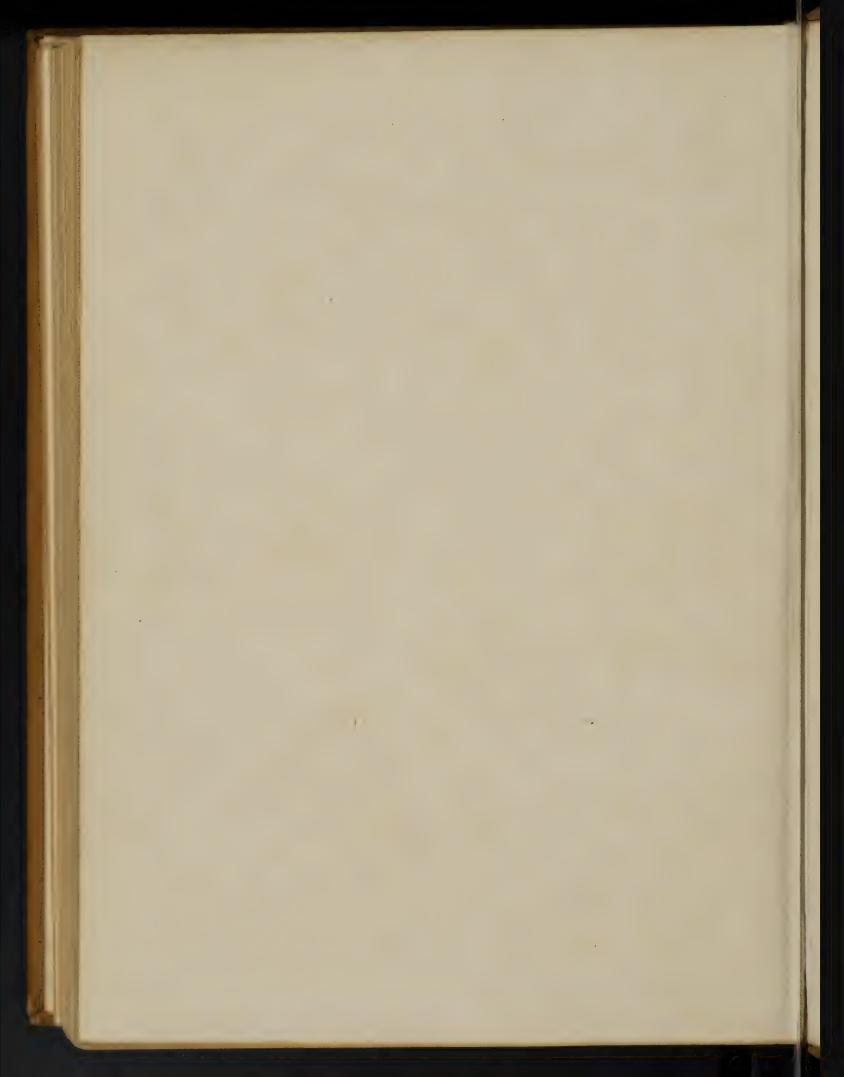


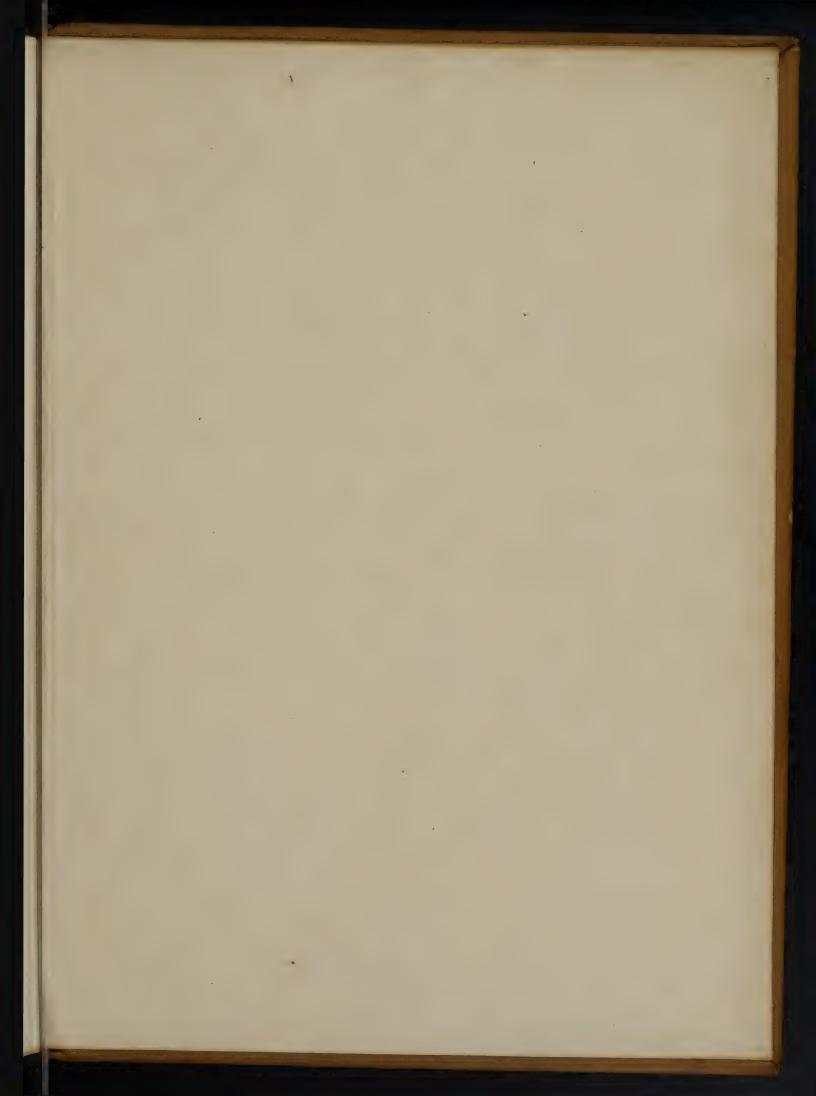


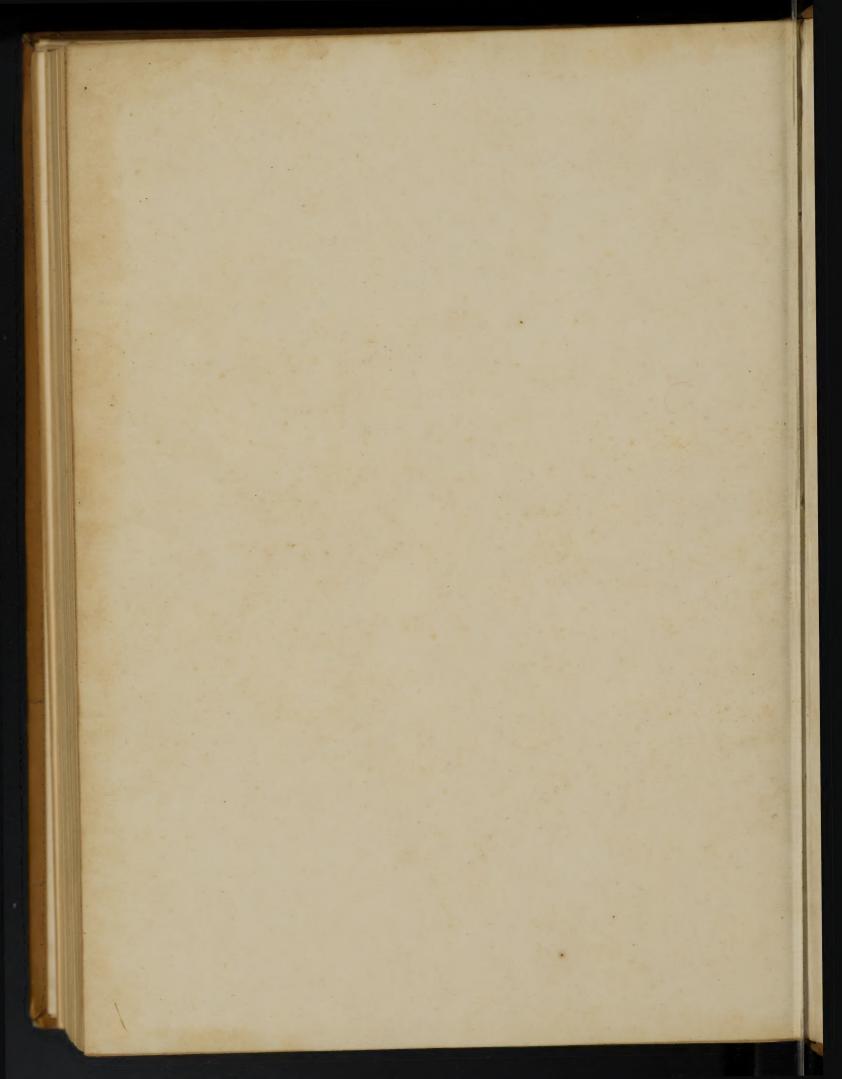




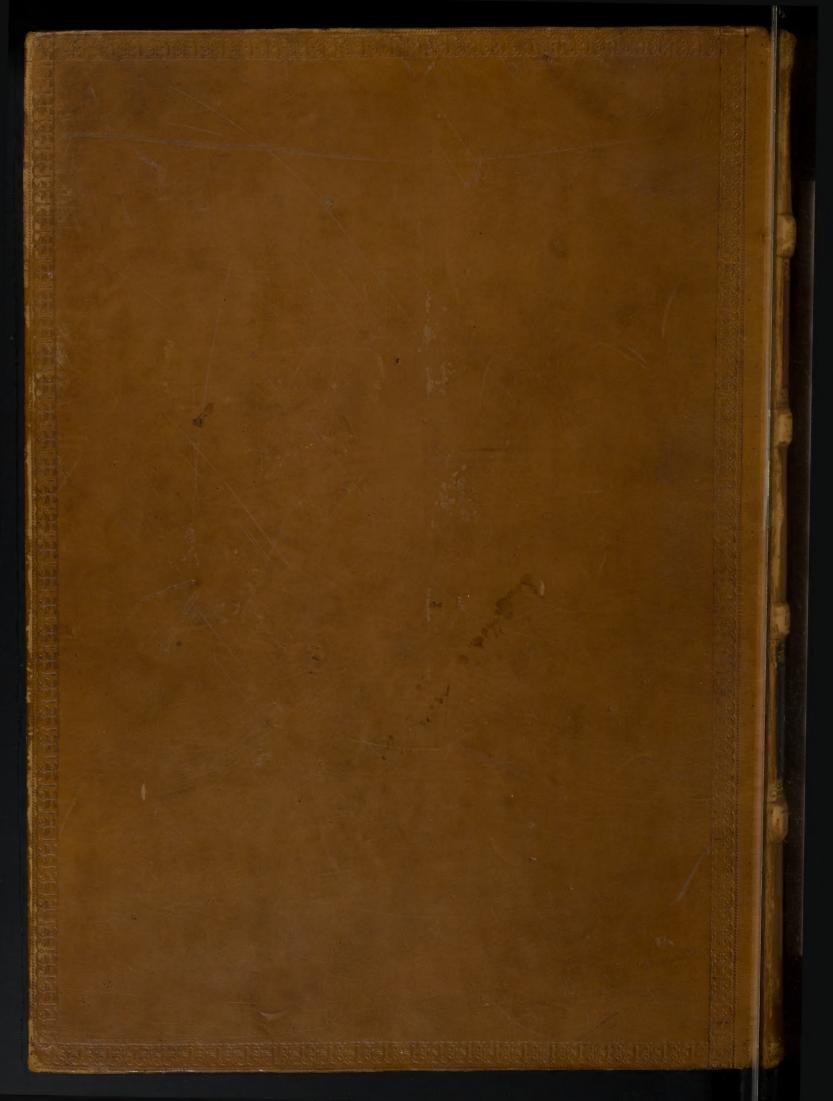








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